# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF HYDRAULIC REMOTE CONTROL BED

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/01 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **HYDRAULIC REMOTE CONTROL BED**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/01 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **HYDRAULIC REMOTE CONTROL BED.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **HYDRAULIC REMOTE CONTROL BED.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

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

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

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

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **HYDRAULIC REMOTE CONTROL BED**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/01 dated 15.07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[.29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br><br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

| | |
|---|---|
| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

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

A. If the Bidder is a manufacturer:

(a) Financial Capability

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

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

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

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

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

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

**3.1.Evaluation Criteria (ITB 34.5)**

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

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

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

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

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

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**HYDRAULIC REMOTE CONTROL BED]** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

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

Name of the Bidder **[*insert complete name of person signing the Bid*]**

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

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

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

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

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

# 1B. LETTER OF BID- FINANCIAL PART

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

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

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

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

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

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

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

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

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

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

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

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

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

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

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

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

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

# 2. BIDDER INFORMATION FORM

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

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

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

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

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **HYDRAULIC REMOTE CONTROL BED** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **HYDRAULIC REMOTE CONTROL BED** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

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

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

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

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

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

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

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

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

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

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

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

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

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

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

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

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

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

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

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

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

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

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

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

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

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

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

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

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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

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

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

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

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

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

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

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

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

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

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

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

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

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

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **HYDRAULIC REMOTE CONTROL BED** | 20 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

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

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB01* | **HYDRAULIC REMOTE CONTROL BED** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | ➢ Electro hydraulic Beds.<br>➢ Back Rest Elevation 0º to 80º<br>➢ Knee rest elevation 0º to 45º.<br>➢ Height adjustment<br>➢ Trendolenberg / Reverse trendolenberg position.<br>➢ Size- 7ft x 3.5ft<br>➢ Load- 136 – 180 kg(300- 400 pounds)<br>➢ Should be made of Stainless Steel.<br>➢ Radiolucent (X-ray compatible)<br>➢ User friendly , remote controlled.<br>➢ Side railings, should Include I/V Pole Sockets<br>➢ FDA/Ce Or Bis certified |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

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

**3. Corrupt &Fraudulent Practices**

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

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

**4. Interpretation**

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

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

**5. Language**

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

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

**8. Notices**

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

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

**9. Governing Law**

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

**10. Settlement of Disputes**

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

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

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

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

**17. Taxes and Duties**

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

**18. Performance Security**

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

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

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

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

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

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

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

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

**21. Subcontracting**

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

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

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

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

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

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

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

**26. Inspections and Tests**

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

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

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

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

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

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

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

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

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

**28. Warranty**

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

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

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

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

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

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

**29. Patent Indemnity**

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

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

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

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

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

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

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

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

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

**32. Force Majeure**

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

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

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

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

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

**34. Extensions of Time**

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

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

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

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

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

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

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

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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

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

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

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

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

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

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

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

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

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

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

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

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

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

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

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

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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[20] *In the case of a JV, insert the name of the Joint Venture*

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

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

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF HYDRAULIC SHITING TROLLEY

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/02 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **HYDRAULIC SHITING TROLLEY**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/02 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **HYDRAULIC SHITING TROLLEY.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **HYDRAULIC SHITING TROLLEY.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :.29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....06
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....07
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....70
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

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

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

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

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **HYDRAULIC SHITING TROLLEY**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/02 dated 15.07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[.29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

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

A. If the Bidder is a manufacturer:

(a) Financial Capability

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

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

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

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

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

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

**3.1.Evaluation Criteria (ITB 34.5)**

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

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

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

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

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

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**HYDRAULIC SHITING TROLLEY**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

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

Name of the Bidder **[*insert complete name of person signing the Bid*]**

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

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

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

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

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

# 1B. LETTER OF BID- FINANCIAL PART

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

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

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

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

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

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

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

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

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

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

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

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

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

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

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

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

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

# 2. BIDDER INFORMATION FORM

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

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

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

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

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit price including GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **HYDRAULIC SHITING TROLLEY** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **HYDRAULIC SHITING TROLLEY** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

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

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

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

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

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

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

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

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

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

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

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

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

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

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

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

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

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

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

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

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

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

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

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

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

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

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

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

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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

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

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

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

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

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

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

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

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

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

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

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

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

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

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **HYDRAULIC SHITING TROLLEY** | 04 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

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

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB02* | **HYDRAULIC SHITING TROLLEY** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | ➢ Should be made of Stainless Steel.<br>➢ Working load 250 to 320 kgs<br>➢ Length 1980mm to 710mm<br>➢ Foot operated height adjustments 660mm to 910mm with Trendelenburg positioning<br>➢ Should have Central locking<br>➢ Swing away side rails<br>➢ X-Ray compatible<br>➢ With I/V Pole mounts and oxygen cylinders |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation |

| | |
|---|---|
| | within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para

No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

(a) Contract No. _____dated_____

(b) Description of the plant_____

(c) Plant Nos. _____

(d) Quantity _____

(e) Rail/Roadways Receipt No. _____dated_____

(f) Name of the consignee _____

(g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

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

**3. Corrupt &Fraudulent Practices**

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

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

**4. Interpretation**

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

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

**5. Language**

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

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

**8. Notices**

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

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

**9. Governing Law**

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

**10. Settlement of Disputes**

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

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

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

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

**17. Taxes and Duties**

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

**18. Performance Security**

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

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

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

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

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

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

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

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

**21. Subcontracting**

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

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

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

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

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

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

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

**26. Inspections and Tests**

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

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

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

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

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

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

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

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

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

**28. Warranty**

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

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

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

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

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

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

**29. Patent Indemnity**

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

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

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

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

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

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

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

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

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

**32. Force Majeure**

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

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

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

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

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

**34. Extensions of Time**

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

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

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

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

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

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

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

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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

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

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

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

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

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

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

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

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

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

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

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

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

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

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

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

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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[20] *In the case of a JV, insert the name of the Joint Venture*

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

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

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF PORTABLE ECG MACHINE

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/03 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **PORTABLE ECG MACHINE**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/03 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **PORTABLE ECG MACHINE.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **PORTABLE ECG MACHINE.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

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

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

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

| ITB Clause Reference | A. General |
|---|---|
| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **PORTABLE ECG MACHINE**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/03 dated 1 5 .07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29 .07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

| | |
|---|---|
| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

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

A. If the Bidder is a manufacturer:

(a) Financial Capability

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

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

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

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

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

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

**3.1.Evaluation Criteria (ITB 34.5)**

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

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

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

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

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

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**PORTABLE ECG MACHINE**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

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

Name of the Bidder **[*insert complete name of person signing the Bid*]**

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

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

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

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

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

# 1B. LETTER OF BID- FINANCIAL PART

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

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

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

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

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

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

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

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

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

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

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

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

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

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

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

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

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

# 2. BIDDER INFORMATION FORM

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

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

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

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

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **PORTABLE ECG MACHINE** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **PORTABLE ECG MACHINE** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

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

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

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

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

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

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

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

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

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

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

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

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

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

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

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

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

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

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

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

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

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

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

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

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

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

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

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

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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

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

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

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

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

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

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

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

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

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

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

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

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

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

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **PORTABLE ECG MACHINE** | 03 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

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

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB03* | **PORTABLE ECG MACHINE** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | ✓ 12 lead acquisition<br>✓ 2 to 5.6 units color display<br>✓ Alpha numeric keyboard or soft touch keyboard<br>✓ Data storage for at least 500 patients<br>✓ Thermal printer in built<br>✓ Connectivity options :-<br>✓ USB or PC connection<br>✓ LAN or WLAN for Data Transfer<br>✓ Automatic measurement of various parameters<br>✓ (Heart Rate, PR Interval , QRS Duration and Q-T Interval) |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

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

**3. Corrupt &Fraudulent Practices**

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

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

**4. Interpretation**

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

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

**5. Language**

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

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

**8. Notices**

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

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

**9. Governing Law**

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

**10. Settlement of Disputes**

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

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

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

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

**17. Taxes and Duties**

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

**18. Performance Security**

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

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

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

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

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

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

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

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

**21. Subcontracting**

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

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

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

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

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

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

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

**26. Inspections and Tests**

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

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

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

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

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

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

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

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

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

**28. Warranty**

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

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

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

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

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

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

**29. Patent Indemnity**

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

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

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

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

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

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

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

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

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

**32. Force Majeure**

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

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

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

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

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

**34. Extensions of Time**

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

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

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

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

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

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

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

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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

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

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

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

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

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

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

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

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

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

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

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

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

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

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

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

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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[20] *In the case of a JV, insert the name of the Joint Venture*

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

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

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF HIGH END WHEEL CHAIRS

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/04 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **HIGH END WHEEL CHAIRS**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2025/04 dated .07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **HIGH END WHEEL CHAIRS.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **HIGH END WHEEL CHAIRS.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

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

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

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

| ITB Clause Reference | A. General |
|---|---|
| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **HIGH END WHEEL CHAIRS**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/04 dated 15.07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29 .07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

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

A. If the Bidder is a manufacturer:

(a) Financial Capability

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

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

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

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

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

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

**3.1.Evaluation Criteria (ITB 34.5)**

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

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

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

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

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

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**HIGH END WHEEL CHAIRS]** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

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

Name of the Bidder **[*insert complete name of person signing the Bid*]**

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

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

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

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

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

# 1B. LETTER OF BID- FINANCIAL PART

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

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

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

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

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

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

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

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

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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| | | | |
| | | | |

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

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

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

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

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

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

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

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

# 2. BIDDER INFORMATION FORM

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

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

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

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

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **HIGH END WHEEL CHAIRS** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **HIGH END WHEEL CHAIRS** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

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

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

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

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

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

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

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

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

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

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

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

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

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

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

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

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

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

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

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

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

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

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

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

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

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

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

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

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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

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

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

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

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

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

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

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

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

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

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

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

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

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

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **HIGH END WHEEL CHAIRS** | 11 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

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

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB04* | **HIGH END WHEEL CHAIRS** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **Technical Specification of Wheel Chair:-**<br>❖ Aluminium foldable wheelchair with fixed arm rest and fixed foot rest.<br>❖ The wheel chair to be equipped with a tipping lever to tilt the wheelchair backwards for easy movement of load over obstacles.<br>❖ Wheelchair to be equipped with attendant brake and hand brake.<br>❖ Weight bearing capacity - 100kg<br>❖ Seat Width - minimum 420 mm<br>❖ Rear wheel size - minimum 480 mm<br>❖ Front Wheel size- minimum 150 mm<br>❖ Frame- Aluminium Alloy<br>❖ Foldable/Fixed- Foldable<br>❖ Foot Rest - Metallic and Detachable<br>❖ Back Rest - Flip/Foldable<br>❖ Arm rest - Cushioned, Non-detachable<br>❖ Upholstery - Canvas, Antimicrobial, and Fire-retardant<br>❖ Manual Brakes - Anti-Skid Braking System<br>❖ Attendant Brakes-Yes<br>❖ Push Handles-Yes, with PVC Grip<br>❖ Calf Strap-Yes<br>❖ Warranty in Years - 2 |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|

| | |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

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

**3. Corrupt &Fraudulent Practices**

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

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

**4. Interpretation**

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

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

**5. Language**

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

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

**8. Notices**

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

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

**9. Governing Law**

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

**10. Settlement of Disputes**

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

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

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

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

**17. Taxes and Duties**

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

**18. Performance Security**

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

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

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

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

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

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

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

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

**21. Subcontracting**

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

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

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

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

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

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

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

**26. Inspections and Tests**

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

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

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

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

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

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

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

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

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

**28. Warranty**

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

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

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

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

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

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

**29. Patent Indemnity**

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

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

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

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

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

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

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

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

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

**32. Force Majeure**

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

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

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

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

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

**34. Extensions of Time**

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

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

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

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

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

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

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

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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

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

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

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

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

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

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

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

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

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

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

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

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

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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|---|---|
| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

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

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

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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[20] *In the case of a JV, insert the name of the Joint Venture*

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

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

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF MANUAL SUCTION

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/05 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **MANUAL SUCTION**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/05 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **MANUAL SUCTION.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **MANUAL SUCTION.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :.29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

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

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

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

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **MANUAL SUCTION**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/05 dated 1 5 .07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : .29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

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

A. If the Bidder is a manufacturer:

(a) Financial Capability

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

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

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

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

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

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

**3.1.Evaluation Criteria (ITB 34.5)**

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

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

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

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

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

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**MANUAL SUCTION]** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

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

Name of the Bidder **[*insert complete name of person signing the Bid*]**

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

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

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

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

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

# 1B. LETTER OF BID- FINANCIAL PART

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

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

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

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

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

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

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

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

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
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| | | | |
| | | | |

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

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

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

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

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

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

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

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

# 2. BIDDER INFORMATION FORM

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

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

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

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

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **MANUAL SUCTION** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **MANUAL SUCTION** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

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

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

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

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

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

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

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

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

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

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

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

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

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

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

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

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

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

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

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

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

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

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

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

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

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

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

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

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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

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

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

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

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

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

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

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

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

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

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

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

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

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

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **MANUAL SUCTION** | 02 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

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

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications***. *The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB05* | **MANUAL SUCTION** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | ✓ Vacuum should be -450 to -700 mmhg( Jar Capacity 600ml per jar upto 3 liters)<br>✓ Weight upto 500grams<br>✓ Should be portable<br>✓ Hand or Foot Operated<br>✓ flow rate 70 lpm to 90 lpm with vacuum gauge<br>✓ Made of polycarbonate or glass |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

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

**3. Corrupt &Fraudulent Practices**

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

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

**4. Interpretation**

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

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

**5. Language**

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

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

**8. Notices**

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

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

**9. Governing Law**

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

**10. Settlement of Disputes**

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

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

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

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

**17. Taxes and Duties**

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

**18. Performance Security**

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

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

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

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

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

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

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

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

**21. Subcontracting**

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

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

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

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

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

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

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

**26. Inspections and Tests**

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

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

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

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

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

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

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

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

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

**28. Warranty**

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

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

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

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

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

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

**29. Patent Indemnity**

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

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

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

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

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

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

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

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

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

**32. Force Majeure**

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

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

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

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

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

**34. Extensions of Time**

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

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

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

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

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

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

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

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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

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

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

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

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

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

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

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

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

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

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

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

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

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

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

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

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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[20] *In the case of a JV, insert the name of the Joint Venture*

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

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

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF HIGH END MULTIPARA MONITOR

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
|---|---|---|
| BID REFERENCE | : | JKMSCL/MACH/2026/06 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **HIGH END MULTIPARA MONITOR**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/06 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **HIGH END MULTIPARA MONITOR.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **HIGH END MULTIPARA MONITOR.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

| | | |
|---|---|---|
| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :.29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....67
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....68
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....87
SECTION X – CONTRACT FORMS.....95

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

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

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

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

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **HIGH END MULTIPARA MONITOR** Identification number of the NCB is: JKMSCL/Mach/2026/06 dated 1 5 .07.2026 Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

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

A. If the Bidder is a manufacturer:

(a) Financial Capability

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

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

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

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

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

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

**3.1.Evaluation Criteria (ITB 34.5)**

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

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

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

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

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

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**HIGH END MULTIPARA MONITOR]** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

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

Name of the Bidder **[*insert complete name of person signing the Bid*]**

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

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

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

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

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

# 1B. LETTER OF BID- FINANCIAL PART

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

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

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

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

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

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

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

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

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

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

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

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

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

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

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

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

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

# 2. BIDDER INFORMATION FORM

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

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

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

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

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **HIGH END MULTIPARA MONITOR** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **HIGH END MULTIPARA MONITOR** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

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

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

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

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

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

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

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

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

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

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

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

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

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

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

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

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

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

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

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

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

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

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

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

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

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

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

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

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

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

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

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

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

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

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

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

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

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

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

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

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

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

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

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **HIGH END MULTIPARA MONITOR** | 20 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

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

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| *Item No* | *Name of Goods or Related Service* | *Technical Specifications and Standards* |
|---|---|---|
| *WB06* | **HIGH END MULTIPARA MONITOR** | |
| | *Related Services:* | |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **Technical Specification of Multi Parameter Monitor:-**<br>Multiparameter patient monitor, which is suitable for use in Operation theatres, ICU & Wards.<br>Standard Configuration of ECG, Respiration, SpO2, NiBP, Temperature, Dual 1BP &AGM (Fi & Et of CO2, N2O, AA: MAC).<br>Should have12.1-inch Color LCD Display.<br>Should display 7 waveforms or more.<br>Waveform colour can be changed from screen setup of the corresponding layout screen.<br>**ECG:-**<br>Should be able to monitor ECG through 5-Lead Patient Cable.<br>Should have Manual ST Analysis Window<br>Should detect 20 arrhythmias and generate alarms.<br>The priority of arrhythmia alarms can be configurable.<br>Should measure PVC &PAC.<br>Should be able to monitor Heart Rate from 10-300bpn.<br>Should have user selectable modes like Monitor, Surgery and Diagnosis for operation in ICU, OT's etc<br>Should have pacemaker detection facility.<br>**Respiration:**<br>Measurement Range of 0 to 150 breaths per min.<br>Should have Gain selection: x0.25, x1, x2,x4.<br>Should have sweep speed selection of 6.25mm/s, 12.5mm/s, 25mm/s.<br>Should have Apnea detection facility. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation,* | |

| | | |
|---|---|---|
| | *maintenance and/or repair of the supplied Goods* | Apnea Monitoring limit range: 10s, 15s, 20s, 25s, 30s, 35s, 40s, 45s, 50s, 55s, 60s<br><br>**SPO2:-**<br>Should have Masimo to monitor spo2<br>Should have measurement range of 1~100 %.<br><br>**NiBP:-**<br>Must be of SunTech Medical Technology for clinical-grade blood pressure measurement.<br>Should have Auto, Manual, and Stat modes of operation for NiBP.<br>Should have a measuring range of 0-280 mmHg.<br>Should have 2 channels for temperature monitoring.<br>Upgradable to dual IBP monitoring.<br>Should have measurement range of up to 390mmHG or better.<br>Should have accuracy of ± 2mmHg or ± 1% of the reading.<br>Should have resolution of 1mmHg.<br><br>**AGM Monitoring:**<br>Should be Masimo Side stream technology<br>Should Measures: Fi & Et of (C02, N20, AA); MAC<br>Should have a Warm-up time of less than 10 seconds.<br>Should work on low sampling rates of less than 60ml/min.<br>Should have Accuracy of ±(0.2 vol% + 2% of reading).<br><br>**Should have data storage capabilities:**<br>72 Hours of trend data storage.<br>2000 sets of NIBP measurement data.<br>200 alarm events.<br>Physiological Alarms can be reviewed with 16 sec of associated waveform along with parameter values.<br>Even print out these waveformswith optional recorder.<br>7 leads of ECG waveform disclosure at least of 1-hour . |

| | | |
|---|---|---|
| | | Should have facility to transfer the trend data to USB.<br>**Should have:**<br>The monitor should have Drug dose calculator and Oxy-CRG view screens.<br>Snapshot facility with USB transfer.<br>Should have alarm settings for all parameters.<br>Should have colour coded alarms and alarms priority can be configurable.<br>Should have CNS connectivity.<br>Should provide HL7 output.<br>Monitor should be able to directly connect with hospital information system (HIS).<br>Should have optional Nurse call system.<br>Should have optional DVI port for Slave/External display.<br>Should have standby and night mode.<br>Should have Li-ion battery.<br>Battery should have 3.5 hrs of operation.<br>Monitor should be European CE or US FDA Certified.<br>Manufacturer should be ISO certified 13485:2016 .<br>Minimum make in India content should be as per class-1 document must.<br>**Standard scope of supply:**<br>5-lead ECG Cable-2 no.<br>Masimo SpO2 cable & adult sensor-2 no<br>NiBP tube - 1no.<br>NiBP Cuff-2 no each size<br>Skin temperature Probe & Esophageal temperature probe<br>Sampling line (NOMO Line)-20 no<br>Water traps for Capnography- 10<br>User manual |

## 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

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

**3. Corrupt &Fraudulent Practices**

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

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

**4. Interpretation**

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

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

**5. Language**

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF HIGH FLOW NASAL CANNULA

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
|---|---|---|
| BID REFERENCE | : | JKMSCL/MACH/2026/07 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **HIGH FLOW NASAL CANNULA**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/07 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **HIGH FLOW NASAL CANNULA.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **HIGH FLOW NASAL CANNULA.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....**ERROR! BOOKMARK NOT DEFINED.**
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....31
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **HIGH FLOW NASAL CANNULA**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/07 dated 1 5 .07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br><br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**HIGH FLOW NASAL CANNULA**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **HIGH FLOW NASAL CANNULA** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **HIGH FLOW NASAL CANNULA** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **HIGH FLOW NASAL CANNULA** | 10 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications***. *The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB07* | **HIGH FLOW NASAL CANNULA** | |
| | *Related Services:* | |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **High flow nasal cannula: -**<br>Gas flow 2 to 60 lts/minute<br>FiO2 - 21 % to 100% , With humidification and temperature between 31º C to 37º C.<br>With O2 sensor. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF AMBUSCOPE

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/08 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **AMBUSCOPE**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/08 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **AMBUSCOPE.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **AMBUSCOPE.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :.29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....52
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....53
PART 2 - SUPPLY REQUIREMENTS .....56
SECTION VII – SCHEDULE OF REQUIREMENTS .....57
PART 3 – CONTRACT.....65
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....66
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....85
SECTION X – CONTRACT FORMS.....93

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **AMBUSCOPE**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/08 dated 15.07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

| | |
|---|---|
| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br><br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

| | |
|---|---|
| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**AMBUSCOPE]** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **AMBUSCOPE** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **AMBUSCOPE** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….
Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____
   _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

(Signature)_____
(Printed Name) _____
(Designation) _____
(Common Seal) _____

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

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9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **AMBUSCOPE** | 02 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB08* | **AMBUSCOPE** | |
| | *Related Services:* | |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | Illumination with 2 LEDs<br>Sterilization with ETO<br>Insertion Cord Diameter-5.0 mm<br>Bending at 180 º up and down<br>Length:600mm<br>Channel:2.2mm(inner diameter)<br>Field of vision 85º |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

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* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF ABG ANALYSER

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/09 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **ABG ANALYSER**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/09 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **ABG ANALYSER**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **ABG ANALYSER.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :.29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....65
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....66
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....85
SECTION X – CONTRACT FORMS.....93

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **ABG ANALYSER**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/09 dated<br><br>1 5 . 0 7 . 2 0 2 6 Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**ABG ANALYSER]** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **ABG ANALYSER** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **ABG ANALYSER** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **ABG ANALYSER** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB09* | **ABG ANALYSER** | |
| | *Related Services:* | |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | Thermal Printer<br>Power backup of 30 minutes with UPS or 06 Hours Rechargeable battery.<br>Should measure PH,PO2 ,PCO2 with electrolytes (Na,K,CL-,Ca++) and metabolites (Glucose, lactate).<br>Calculated results like Bicarbonate(HCO3), Base-excess , O2 Saturation<br>Should work on low sample volumes.<br>fast analysis within 60 Sec.<br>Should have automatic calibration data |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

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* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF PORTABLE X-RAY

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
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| BID REFERENCE | : | JKMSCL/MACH/2026/10 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **PORTABLE X-RAY**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2025/ dated .11.2025

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **PORTABLE X-RAY**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **PORTABLE X-RAY.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....**ERROR! BOOKMARK NOT DEFINED.**
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....31
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
|---|---|
| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **PORTABLE X-RAY**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/10 dated 1 5 .07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29 .07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**PORTABLE X-RAY]** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **PORTABLE X-RAY** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **PORTABLE X-RAY** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

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9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **PORTABLE X-RAY** | 03 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB10* | **PORTABLE X-RAY** | |
| | *Related Services:* | |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | 4KW high frequency mobile x-ray system on heavy base on castors With 4 anti –static swivel wheels with foot breaks<br>Output power:4Kw<br>KV range:40 to 100 KV<br>Output waveform, high frequency, inverter based system for constant Output MA range:100Ma |
| | | MAs range:1 to 250 mAs |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | Exposure time, adjustable: should be microprocessor controlled on the basis of set parameters. |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | X-ray tube, stationery anode tube 2.8mm*2.8mm or better with manual collimator with auto shut off light facility |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | Power requirements;220v/50HZ,single phase |
| | *e) Training of the Purchaser's* | Features Required in control panel<br>• Soft touch key board system |

| | | |
|---|---|---|
| | *personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | • KVp, technic and mAs can be automatically selected by selecting the body part.<br>• Each key can be reprogrammed at the customer's place as per customer requirements.<br>• Separate factors setting for child,Thin and fatty patient<br>• 2Step Kv and single mAs for better radiographic results.<br>• Illuminated LCD Display,first Digital Model and completely Electronic model in the country<br>• Digital meter for main line voltage display for accurate exposures.<br>• Microprocessor based electronic overload protection for better tube safety life.<br>• Microprocessor based electronic exposures control for accurate exposur exposures<br>• Password protected exposure counter<br>Automatic selection of Bucky |
| | | Mobile stand:light weight latest design mobile stand with four wheels support (2 wheels should be free and 2 with brakes) |
| | | Tube arm:Tube arm should be operated through Actuator for easy positioning, |
| | | Accessory:Lead Apron Qty.2 and chest stand Qty.1 |
| | | Unit should be upgradeable to CR &DR |
| | | Device should be produced by ISO13485:2016 Certified manufacturer<br>Device should be BIS certified<br>Device should be CE certified<br>Device should be approved by AERB for radiation safety.<br>Certificate should be enclosed |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF CRASH CART TROLLEY

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/11 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **CRASH CART TROLLEY**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2025/ dated .11.2025

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **CRASH CART TROLLEY**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **CRASH CART TROLLEY.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : .11.2025 |
| (c) | Last date for sale of bidding document | : .11.2025 upto 11.00 A.M |
| (d) | Pre-bid meeting | : .11.2025 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : .12.2025 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :.12.2025 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **CRASH CART TROLLEY**<br><br>Identification number of the NCB is: JKMSCL/Mach/2025/ dated .11.2025<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. .11.2025]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : .11.2025 Time<br>of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : .11.2025.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**CRASH CART TROLLEY**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **CRASH CART TROLLEY** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **CRASH CART TROLLEY** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **CRASH CART TROLLEY** | 0 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB11* | **Crash Cart Trolley** | |
| | *Related Services:* | **1.** TECHNICAL SPECIFICATION – CRASH CART TROLLEY<br>1. CONSTRUCTION & MATERIAL<br>• Trolley frame and structure made of **Stainless Steel (SS 304)** or **powder-coated steel** (as per tender requirement).<br>• All joints should be smooth welded; no sharp edges.<br>• Durable, corrosion-resistant, and easy to disinfect.<br>2. DIMENSIONS (TYPICAL / MINIMUM)<br>• Approx. **900–1000 mm (H) × 700–800 mm (L) × 450–550 mm (W)**.<br>• Dimensions may vary slightly, but must be adequate for emergency use and drawer storage.<br>3. DRAWERS<br>• **Minimum 4–6 smooth-sliding drawers** with telescopic channels.<br>• Color-coded drawers (red/blue/yellow/green) preferred for Code Blue organization.<br>• Drawer handles of SS or ABS; lockable top drawer (optional).<br>4. TOP WORKING SURFACE<br>• **Stainless steel top** or **ABS molded top** for placing emergency devices.<br>• Smooth, easy to disinfect, and chemical-resistant.<br>5. MOBILITY / CASTORS<br>• Four (4) heavy-duty **125–150 mm anti-static castors**,<br>o **At least 2 wheels with brake/lock**.<br>o Noise-free and smooth movement.<br>6. SIDE ACCESSORIES (MANDATORY / AS PER REQUIREMENT)<br>• **Oxygen cylinder holder** (SS, side-mounted).<br>• **IV pole / infusion stand**, height adjustable.<br>• **Defibrillator shelf** or top platform.<br>• **Cardiac board** (optional but recommended). |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation,* | |

| | | |
|---|---|---|
| | *maintenance and/or repair of the supplied Goods* | • **Utility bins** (sharps container, waste bin, glove box holder).<br>• **Sliding writing board** (optional).<br>7. BACK PANEL / STORAGE<br>• Provision for:<br>o Emergency chart holder / clipboard.<br>o Additional hooks for devices.<br>o Power extension board (optional).<br>8. ELECTRICAL (OPTIONAL)<br>• 4–6 way power strip with overload protection for defibrillator, suction machine, monitor, etc.<br>• Cable management provided.<br>9. SAFETY & HYGIENE<br>• All corners rounded.<br>• Surfaces resistant to hospital disinfectants (alcohol, chlorine, phenyl).<br>• Drawers and shelves easy to clean and maintain.<br>10. LOAD CAPACITY<br>• Minimum **50–80 kg total load capacity**.<br>• Top shelf must support defibrillator/monitor weight (~10–15 kg).<br>11. WARRANTY / QUALITY<br>• Minimum **2 warranty** against manufacturing defects.<br>• ISO 9001 / CE marking |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS: -** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF INSTRUMENT TROLLEY

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
|---|---|---|
| BID REFERENCE | : | JKMSCL/MACH/2026/12 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF INSTRUMENT TROLLEY

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/12 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **INSTRUMENT TROLLEY**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **INSTRUMENT TROLLEY**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :.29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....**ERROR! BOOKMARK NOT DEFINED.**
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....31
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **INSTRUMENT TROLLEY**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/12 dated 15.07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br><br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

9. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**INSTRUMENT TROLLEY**

(d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(f) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(g) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(h) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(k) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(l) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **INSTRUMENT TROLLEY** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **INSTRUMENT TROLLEY** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **INSTRUMENT TROLLEY** | 08 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB12* | **INSTRUMENT TROLLEY** | |
| | *Related Services:* | |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | 1. Construction & Material<br>• Trolley shall be made of **High-quality Stainless Steel (SS 304 grade)**.<br>• Frame, shelves, and handles must be of **SS 304**, corrosion-resistant and easy to clean.<br>• Welded joints should be smooth, polished, and free from sharp edges.<br>2. Dimensions (Typical / Minimum)<br>• Overall Size: Approx. 750–900 mm (L) × 450–500 mm (W) × 800–900 mm (H).<br>• Two shelves, each with an SS sheet thickness of 0.8–1.2 mm.<br>• Custom sizes may be acceptable if within functional range.<br>3. Shelves<br>• Two full stainless-steel shelves, top and bottom.<br>• Shelves should be deep-drawn or spot-welded, strong enough to carry at least 25–30 kg load per shelf.<br>• Raised edges / protective borders to prevent items from falling (if required by user).<br>4. Mobility / Castors<br>• Trolley should have four (4) non-rusting, anti-static castor wheels, minimum 100–125 mm diameter, two with brakes/lock.<br>• Castors should ensure smooth and noiseless movement.<br>5. Handles<br>• Ergonomically designed SS push handle on at least one side. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |

| | | |
|---|---|---|
| | | • Firmly welded or bolted for stability.<br>6. Finish<br>• Entire unit should have matt or mirror polished stainless-steel finish.<br>• All corners rounded for safe handling in OT / ICU.<br>7. Load Capacity<br>• Minimum 50–75 kg total load capacity.<br>• Shelves must not bend under full load.<br>8. Hygiene & Safety<br>• Easy-to-clean design, compatible with all hospital disinfectants.<br>• No sharp edges, no burrs, no loose joints.<br>9. Optional Features<br>• Guard rails on shelves.<br>• Drawer or additional shelf.<br>• SS bowl/SS bucket holders.<br>• Rubber bumper on all corners.<br>• Autoclavable tray inserts.<br>10. Warranty<br>• Minimum 2 years warranty against manufacturing defects. |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

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* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF CENTRAL MONITOR

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
|---|---|---|
| BID REFERENCE | : | JKMSCL/MACH/2025/14 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **CENTRAL MONITOR**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2025/ dated .11.2025

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **CENTRAL MONITOR.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **CENTRAL MONITOR.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

| | | |
|---|---|---|
| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : .11.2025 |
| (c) | Last date for sale of bidding document | : .11.2025 upto 11.00 A.M |
| (d) | Pre-bid meeting | : .11.2025 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : .12.2025 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :.12.2025 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **CENTRAL MONITOR**<br><br>Identification number of the NCB is: JKMSCL/Mach/2025/ dated .11.2025<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. .11.2025]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : .11.2025 Time<br>of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : .11.2025.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services **CENTRAL MONITOR**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **CENTRAL MONITOR** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **CENTRAL MONITOR** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **CENTRAL MONITOR** | 02 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB14* | **CENTRAL MONITOR** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **Central Monitor: -**<br>1 Screen:- Should be Color Touch Screen larger than 15 inch.<br>2 Both Touch Screen and Button Type Function.<br>3 Both Color wave form and numerical display on screen.<br>4 Wired and wireless connection with central nursing station.<br>**Monitoring:-**<br>✓ ECG(Multiple leads), NIBP(Adult & Pediatric), SPO2 , Temperature(Core+Rectal),R.R.<br>✓ Optional Modules-ETCO2 ,IBP and Cardiac Output.<br>✓ Patient Range:- should monitor 16-48 patients at a time.<br>✓ Data Review up to 5 days.<br>✓ Central Alaram control<br>✓ Data storage should be large e.g 10,000 + hours of ECG waveform data<br>✓ Integrated thermal printer.<br>✓ Power:-220-240 V AC, 50 Hz Power Supply.<br>Should have advance security feature, like SSL communication encryption. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un-inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF TRANSPORT VENTILATOR WITH MONITOR

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2025/13 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |

OFFICER INVITING BIDS : MANAGING DIRECTOR JKMSCL

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **TRANSPORT VENTILATOR WITH MONITOR**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2025/ dated .11.2025

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **TRANSPORT VENTILATOR WITH MONITOR**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **TRANSPORT VENTILATOR WITH MONITOR**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : .11.2025 |
| (c) | Last date for sale of bidding document | : .11.2025 upto 11.00 A.M |
| (d) | Pre-bid meeting | : .11.2025 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : .12.2025 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :.12.2025 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....85
SECTION X – CONTRACT FORMS.....93

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **TRANSPORT VENTILATOR WITH MONITOR**<br>Identification number of the NCB is: JKMSCL/Mach/2025/ dated .11.2025<br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. .11.2025]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : .11.2025 Time<br>of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

| | |
|---|---|
| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : .11.2025.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

9. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**TRANSPORT VENTILATOR WITH MONITOR**

(d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(f) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(g) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(h) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(k) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(l) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **TRANSPORT VENTILATOR WITH MONITOR** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **TRANSPORT VENTILATOR WITH MONITOR** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

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9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **TRANSPORT VENTILATOR WITH MONITOR** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB13* | | |
| | *Related Services:* | |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **Transport Ventilator with monitor:-**<br>✓ TFT Display (8 to 12 inch)<br>✓ Should be light weight and designed for transport.<br>✓ Power source(main power and battery backup upto 6-11 hours)<br>✓ Both adult and pediatric<br>✓ Tidal Volume , 50 ml to 200 ml.<br>✓ Peep 0-20 cm/H2o<br>✓ FiO2 21-100 %.<br>✓ Pressure support, 0 t0 50 cm/H2O.<br>✓ Respiratory rate 6-45 bpm.<br>✓ Modes:CMV Assisted Control, SIMV, PS-PEEP, CPAP and NIV.<br>✓ USFDA/CE or BIS Certified. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF INFUSION PUMP

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
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| BID REFERENCE | : | JKMSCL/MACH/2026/15 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **INFUSION PUMP**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2025/ dated .11.2025

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **INFUSION PUMP**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **INFUSION PUMP**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....67
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....68
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....87
SECTION X – CONTRACT FORMS.....95

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **INFUSION PUMP**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/15 dated 1 5 .07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**INFUSION PUMP**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **INFUSION PUMP** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **INFUSION PUMP** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

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9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **INFUSION PUMP** | 36 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB15* | **INFUSION PUMP** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | 1. Syringe Infusion Pump should have a drive accuracy of ±1.8 % or better<br>2. Should be able to use and automatically sense 2ml, 5ml, 10ml, 20ml, 30ml & 50ml Syringes.<br>3. Should be Pre Calibrated with majorly available brands listed as B Braun, BD, Nipro, Romsons and Dispovan and provision to calibrate other additional brands as well.<br>4. Should have at least 4 inches large touchscreen for ease of operation<br>5. Pump should have a patient line tubing holder to protect it from disconnection from the syringe side.<br>6. It should comply and work with normal 3 pin power cord without having the need of any additional dedicated charging adopter.<br>7. Pump should have provision of Drug Library for at least 2000 drugs.<br>8. Should have multiple infusion modes – Rate, volume and time mode, body weight mode sequence mode, loading dose mode, TIVA mode and Intermittent Mode.<br>9. Should have a provision to change the flow rate during infusion without stopping the pump.<br>10. Should have the option to set Bed No. in the pump.<br>11. Should have real-time dynamic pressure display to monitor inline pressure with 9 adjustable Occlusion Pressure Levels up to 1000mmhg pressure.<br>12. Should have capability to program volume to be Infused from 0.1ml to 9999ml<br>13. Pump should have a provision to adjust brightness and alarm volume.<br>14. Programming infusion rates should within the range of 0.01ml/hr to 2100 ml/hr and the infusion rate can be adjusted in increments of 0.01 ml/hr.<br>15. Pump should have provision for Wi-Fi compatibility.<br>16. Pump should have a history log for at least 2000 records<br>17. Pump should have a rating ofIP24 or better. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |

| | | |
|---|---|---|
| | | 18. Should have a provision to programme automatic bolus.<br>19. Pump Should not weight more than 2.3kg.<br>20. Pump should have a Rechargeable Lithium-ion battery with a battery backup of at least 8 hours at 5ml/hr.<br>21. KVO Rate should be adjustable from 0.1ml/hr to 5ml/hr.<br>22. Manufacturer should have company owned or authorized service center in India.<br>23. Pump should be CE Certified, CDSCO approved and Made in India.<br>24. Manufacturer must comply with ISO standards. |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

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* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF HIGH END ULTRASOUND

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
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| BID REFERENCE | : | JKMSCL/MACH/2026/21 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **HIGH END ULTRASOUND.**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/21 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **HIGH END ULTRASOUND.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **HIGH END ULTRASOUND.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

(g) Time and date of opening of bids-technical part :.12.2025 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....67
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....68
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....87
SECTION X – CONTRACT FORMS.....95

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
|---|---|
| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **HIGH END ULTRASOUND**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/21 dated 1 5 .07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br><br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**HIGH END ULTRASOUND**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **HIGH END ULTRASOUND** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **HIGH END ULTRASOUND** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **HIGH END ULTRASOUND** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB21* | **HIGH END ULTRASOUND** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **1. General:**<br>o The system should be Premium End Multi-Disciplinary Digital Architecture suitable for Radiology Applications enabled with Adomen, Obstretic, Gynecology, Vascular, small Parts, Neonatal, Transcranial, Urology , MSK studies including linear volumetric analysis along with fusion imaging and navigation, Liver fat quantification, fibrosis analysis with Point shareware and 2D shear wave elastography , Breast shear wave elastography, Endo-transvaginal / Transrectal shear wave elastography, abdominal virtual navigation facility, Machine should intraoperative capabilities like Lap, GS intraoperative and zero degree abdominal biopsy probe capabilities .<br>o System should be capable of supporting broad band transducers with frequency range from 1-26 MHz(+1/-1) Mhz<br>o System should be DICOM 3.0 or higher ready for connecting to HIS, RIS, PACS and DICOM enabled printing devices.<br>o System should be offered with inbuilt Wi-Fi and Bluetooth connectivity.<br>o System should have touch panel control for ease of operation.<br>o System should have 4 or 5 universal transducer ports |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |

| | | |
|---|---|---|
| | | ○ User interface back-illuminated control panel should be available which is 180 degrees rotating and height adjustable for user comfort.<br>○ System should have full alphanumeric keyboard.<br>○ System should have multidirectional wheels with central locking system.<br>○ System should gel warmer facility<br><br>**2. System Operating Modes and features:**<br>○ The system should be capable of operating in following modes:<br>○ Operating system should be Microsoft window 10<br>○ B Mode<br>○ M Mode (including colour M- Mode)<br>○ Colour Doppler<br>○ Power Doppler- Directional<br>○ Pulsed Wave Doppler mode<br>○ Duplex and Triplex modes<br>○ Tissue Harmonic imaging<br>○ Contrast imaging<br>○ Special Image Enhancement Software for brilliance imaging<br>○ Software for Speckle Noise Reduction with multiple steps<br>○ Software for Compound Imaging to acquire several coplanar scans of an object from different views.<br>○ General imaging, Thyroid, Abdominal ,4D ultrasound, urology , MSK ,cardiology<br>○ Elastography : , Liver fat quantification, fibrosis analysis with 2D shear wave elastography in convex probe , Breast shear wave elastography in linear probe , Endo-transvaginal / Transrectal shear wave elastography.<br>○ Should have multi-modality feature for incorporating X-ray or mammography study and can have real time comparison in Ultrasound with real time GPS tracking of probe position when compared with X-ray study in MSK. Probe |

| | | |
|---|---|---|
| | | tracking on body with body camera for clear indication to the expert for second opinion.<br>o Micro vessels slow flow detection with greatest sensitivity and with different colour maps to visualize blood flow in liver and kidney vessels, mioma's vascularization, metatarsophalangeal blood flow detection.<br>o Vascular automatic optimization that corrects the position and angle of the colour box & position and sample volume following the course of the sample<br>o Should have contrast tuned imaging where contrast and Doppler quantification with curve analysis of contrast perfusion (wi/wo) are plotted in a time on a graph for MSK, small parts, rheumatology.<br>o Panoramic<br>o Colour Panoramic / Extended FOV.<br>o Machine should have Real time Fusion Technology with CT/MRI data to significantly increase precision and accuracy of image guided diagnosis and interventional procedures. It should be capable of Virtual Biopsy with magnetic tip needle and 3D panoramic and should be quoted with at least convex, linear and TVS probe antenna and adapter. Real time needle guidance with real time ultrasound fused with panoramic and lesion characterization with AI Zero click feature in Breast, Liver and Urology<br>o Should have inbuilt live preview and scanning in real time while using anatomical reference and Guidance's tool in MSK, Rheumatology , Physiotherapy and regional Anaesthesia.<br>o 3D/4D volume rendering with advanced tools like TMI (Tomographic mode Imaging) Volume Rendering Analysis, Tissue Slice Imaging mode, Tri Planner Imaging, Cutting tool, X-Light, Multi Slice View with multiple cut sections. |

| | | |
|---|---|---|
| | | ○ System should have advanced detection and visualisation technology to make the needle distinguishable from the surrounding tissues.<br><br>**3. Display Monitor:**<br>○ **24"** inch(+1or-1 inch) high resolution 1920 and 1080 or more high definition LCD monitor.<br>○ It should be adjustable with tilt and swivel facility. Provision to adjust height will be preferred.<br>○ It should have contrast digital adjustment.<br>○ It should have large tablet- style touch screen 15.6 inches with Gesture controls or more<br>**4. Transducers:**<br>Single Crystal Technology transducers only should be quoted where ever possible<br>○ Multifrequency Single Crystal Convex Probe with frequency range of 1-10 (+2/-2) MHz for Liver biopsies and shear wave elastography.<br>○ Single crystal Multifrequency Linear Probe with frequency range of 3-15 MHz with beam steering and virtual convex facility<br>○ Multifrequency End cavitary, Transvaginal/TRUS probe with frequency range of 3- 12(+1or-1) MHz acceptable for Obstetrics and Gynaecology purpose with shear-wave elastograpghy<br>○ Multi frequency convex 4D volume Probe with frequency range of 1-8MHz<br><br>**Optional Probes**<br>○ Single crystal Multi frequency High Frequency Probe with frequency range of 4- 26(+1 or-1) MHz acceptable for MSK application.<br>○ Hockey Stick probe with frequency range 6-26(+1 or -1) for MSK application.<br>○ Multi frequency small footprint phased array probe with frequency range 5-13 MHz for TCD application.<br>○ Bi-directional probe 4-13Mhz linear firing and convex firing 3-9mhz with shear-wave elastography for urology application. |

| | | |
|---|---|---|
| | | **5. Measurement, Calculation and reports:**<br>o Trackball with multiple sets of callipers for measurements.<br>o Standard measurements like depth, distance, area, circumference, volume, ratio, angle, slope, time, velocity, heart rate, etc. At least six distance measurements should be possible on one image with auto repeat of measurement function.<br>o Comprehensive measurement and calculation packages for all the clinical applications including MSK, small parts, thyroid and summary reports.<br>o Automatic waveform trace in Doppler mode with display of calculated values and indices in real time and frozen images.<br><br>**6. Control Panel Software and other features:**<br>o At least **16000000** digital processing channels or more<br>o System dynamic range of **350 dB** or more.<br>o System should have a high frame rate of 6600 fps or more.<br>o User programmable presets for different types of examinations.<br>o Automatic optimisation function that optimizes system parameters for B- Mode and Doppler Mode. This should be in addition to the presets for various examinations.<br>o Multiple pre and post processing functions and colourise options.<br>o Onboard archival facility with easy and rapid retrieval of images in the form of integrated DVD/CD writes. Should be able to store static images and cine clips in system hard disc and in on board archival devices.<br>o Data archival should be possible to export data on DVD/CD, USB, DICOM and Networking.<br>o System should be provided with a highly advance software for review, post-process and |

| | | |
|---|---|---|
| | | printing of exams on a PC workstation and should be capable to import native machine's file formats. This software should have the capability to perform various measurements and add annotations on the added data.<br>o System should have more than 1TB hard disc in built and expandable to 8 TB<br>o System depth should be up to 500 mm.<br>o It should be possible to annotate and perform measurement function on recalled images.<br>o Image display modes: Dual B+B, 4B, simultaneous B+B, Simultaneous B+ Colour, and display of B+M and B+ colour + Doppler in various size combinations.<br>o Application specific programmable annotations and body marks with image plane orientations.<br>o Ethernet port for networking and USB port. It should be possible to transfer images to desktop PC.<br>o Free software upgrade of the equipment to be provided during the warranty and AMC period.<br><br>**7. Certifications:**<br>The system should be European CE/USFDA/ISO<br><br>**8. Accessories:**<br>o Black and White thermal printer with 10 printer rolls.<br>o On-line UPS of appropriate rating from a reputed brand<br>o Color Laser Printer<br>o Latest computer system with at-least 1 TB hard disk and 2GB RAM for image storage /Transfer and reporting. 1000 DVDs data storage.<br><br>**9. Warranty:**<br>o The complete system including the machine, equipment & all accessories including computer system, AC to be under warranty for 5 years. There after a comprehensive maintenance |

| | | |
|---|---|---|
| | | contract (including repair/Replacement of the year) of the complete system. All accessories, computers and printers and all other items supplied /installed should be offered for 5 years.<br>o During warranty /AMC period all breakdowns must be attended to within 24 hours and repair completed within 72 hours of reporting.<br><br>10. **Down Time:**<br>o Maximum acceptable down time of equipment during the warranty period /AMC should not exceed five percent, calculated separately for each year.<br>o If the down time exceeds the level, then the warranty period /AMC to be extended by twice the period of downtime exceeding 5%<br><br>11. **Responsibilities:**<br>During the period of warranty comprehensive maintenance contract the following will be the responsibilities of the firm<br>a. Maintenance and replacement of the batteries of the UPS as and when necessary.<br>b. To provide /refill/replace cartridge used for the printer supplied.<br>c. Up-gradation of software of main equipment, workstation,servers and supplied computers |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF DIALYSIS MACHINE

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
|---|---|---|
| BID REFERENCE | : | JKMSCL/MACH/2026/22 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **DIALYSIS MACHINE.**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/22 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **DIALYSIS MACHINE.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **DIALYSIS MACHINE.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

| | | |
|---|---|---|
| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....67
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....68
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....87
SECTION X – CONTRACT FORMS.....95

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **DIALYSIS MACHINE**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/22 dated 15.07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29 .07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**DIALYSIS MACHINE**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **DIALYSIS MACHINE** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **DIALYSIS MACHINE** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **DIALYSIS MACHINE** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB21* | **DIALYSIS MACHINE** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | • Machine should be micro processor controlled.<br>• Should have facility for acetate & bicarbonate hemodialysis.<br>• Should have high resolution LCD color display not less than 10 inches.<br>• Should have balancing chamber with closed loop system.<br>• Should have automatic self test facility.<br>• Should be able of arterial and venous pressure monitoring.<br>• Should have Ultrasonic Air bubble detector.<br>• Should have integrated Heparin pump with flow rate from 1-10 ml/hr( 0.1 ml increments)<br>• Should have facility of cumulative graphical display of treatment data and physiological trends including sodium and ultra filtration profile.<br>• Should have Blood pump delivery rate from 15 - 600 ml/min with 5 ml/min resolution and the direction of rotation of the blood pump is monitored.<br>• Should have variable dialysis flow rate from 300 ml / min – 800 ml / min.<br>• Should have volumetric concentrate dilution facility.<br>• Should have conductivity measurement range: 12.8 – 15.7 ms/cm.<br>• Should have temperature control range: 35 – $39^0$C in $0.5^0$C increment.<br>• Should have volumetric ultrafiltration range 0 – 4 L/ hr, Pump volume accuracy: ±1 %.<br>• Machine should have isolated ultrafiltration process.<br>• Should have ability of differentiation between blood leak incident or dirtiness.<br>• Should have facility of online preparation of bicarbonate dialysis fluid with dry bicarbonate cartridge.<br>• Should have ultrapure dialysate fluid filter, with retention capacity not less than $10^{-6}$ IU. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |

| | | |
|---|---|---|
| | | • Should have one touch fully automated integrated disinfection and decalcification.<br>• Should have battery backup for at least 15 minutes in case of power failure.<br>• **Should have build in Online clearance monitoring for real-time measurement of urea clearance (KT/V) and plasma sodium.**<br>**Inbuilt real time measurement & monitoring of effective Urea clearance K, Dialysis dose Kt/v, & Plasma sodium during dialysis .This measurement should be done without any additional cost & disposable during each treatment.**<br>• Should be CE ("Conformité Européene") Certified<br>• Manufacturer should have ISO certification for quality standards<br>• Manufacturer should have all pediatric to adult range of disposables (Dialyzer, blood tubing and etc…) for dialysis treatment.<br>• **Blood leak detector Sensitivity ≤ 0.5 mL blood/min (Hct = 25) at max. flow 800 mL/min.**<br>• **Blood pump segment should be operator changeable from 2 mm to 8 mm.**<br>• **Machine should have Cyclic pressure holding test (CPHT) to check the integrity of Hydraulics and it should perform during treatment in every 12.5 min for 8 secs.** |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF CERVICAL/LUMBER TRACTION WITH MICROWAVE DIATHERMY

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
|---|---|---|
| BID REFERENCE | : | JKMSCL/MACH/2026/23 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **CERVICAL/LUMBER TRACTION WITH MICROWAVE DIATHERMY**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/23 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **CERVICAL/LUMBER TRACTION WITH MICROWAVE DIATHERMY**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **CERVICAL/LUMBER TRACTION WITH MICROWAVE DIATHERMY.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

| | | |
|---|---|---|
| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....**ERROR! BOOKMARK NOT DEFINED.**
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....31
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT .....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **CERVICAL/LUMBER TRACTION**<br><br>**WITH MICROWAVE DIATHERMY**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/23 dated15.07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br><br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**CERVICAL/LUMBER TRACTION WITH MICROWAVE DIATHERMY]** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **CERVICAL/ LUMBER TRACTION WITH MICROWAVE DIATHERMY** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| Prices in Rs | | | | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N°_____ of _____ | |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **CERVICAL/LUMBER TRACTION WITH MICROWAVE DIATHERMY** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **CERVICAL/ LUMBER TRACTION WITH MICROWAVE DIATHERMY** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| *Item No* | *Name of Goods or Related Service* | *Technical Specifications and Standards* |
|---|---|---|
| *WB23* | **CERVICAL/ LUMBER TRACTION WITH MICROWAVE DIATHERMY** | |
| | *Related Services:* | |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | Combination of High Frequency Therapy cum Traction Unit with Couch with Standard Accessories only Microwave Diathermy Unit (MiLi): 2450MHz. HF Output-250 Watts pulse Output-1500 W peal.<br>TRA Computer:<br>Suitable for all conceivable forms of extension (Cervical & Lumber) with 60 program and provision for safety switch controllable by patient.<br>Couch:<br>TRA Computer also be attached to couch so that both Microwave & Traction therapies can be give simultaneously to a patient.<br>➢ Complete Bed length with Traction plate form length 232 cm, width 60cm, height 80cm, including mattress.<br>➢ The frame and leg all made of heavy duty metal square pipe wth powder coated finish.<br>➢ The top made mattress of high density stretchy sponge and artificial leather.<br>➢ 4Pcs adjustable levelling feet for stability on uneven floors.<br>➢ I Pcs gas spring adjustable & 1 stainless steel rod head board section, |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant* | ➢ Head board section incline adjustable : 0 to 85 (+_ 5)<br>➢ Sliding distance of the bed is at least 18cm |

| | | |
|---|---|---|
| | *and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | ➢ Bed sliding lock handle<br>➢ Use of permanent lubricated bearings for bed sliding<br>➢ Flexion stool : 1No |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF BURR SYSTEM FOR SPINE AND CRANIOTOMY SURGERY

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/24 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **BURR SYSTEM FOR SPINE AND CRANIOTOMY SURGERY.**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/24 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **BURR SYSTEM FOR SPINE AND CRANIOTOMY SURGERY.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **BURR SYSTEM FOR SPINE AND CRANIOTOMY SURGERY.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....56
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....67
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....68
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....87
SECTION X – CONTRACT FORMS.....95

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **BURR SYSTEM FOR SPINE AND CRANIOTOMY SURGERY**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/24 dated 2 9 .07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

| | |
|---|---|
| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29 .07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

| | |
|---|---|
| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**BURR SYSTEM FOR SPINE AND CRANIOTOMY SURGERY]** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **BURR SYSTEM FOR SPINE AND CRANIOTOMY SURGERY** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note:* *(a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N°_____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **BURR SYSTEM FOR SPINE AND CRANIOTOMY SURGERY** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **BURR SYSTEM FOR SPINE AND CRANIOTOMY SURGERY** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| *Item No* | *Name of Goods or Related Service* | *Technical Specifications and Standards* |
|---|---|---|
| *WB24* | **BURR SYSTEM FOR SPINE AND CRANIOTOMY SURGERY** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | • **Universal High Speed electric drill system with variable speed setting 70000 or more.**<br>• **Should have touch screen display panel.**<br>• **Should automatically display various information like motor type, maximum rpm and current rpm level.**<br>• **Console should allow visible display and setting of maximum speed limit.**<br>• **Should have provision to attach two motor at the same time.**<br>• **Should have single pedal foot control for varying the speed and forward & reverse rotation.**<br>• **System should give audible beeps/ alerts while in reverse action.**<br>• **Should have integrated irrigation pump to allow precise adjustments of the pump flow.**<br>• **Should have quick release and lock system for tools.**<br>• **Should have burr locking mechanism.**<br>• **Should not allow inadvertent release of tools intra operative.**<br>• **Hand pieces can be with or without integrated motor.**<br>• **Attachment should have design for better visibility under microscope.** |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |

| | | |
|---|---|---|
| | | • **The drill system should be European CE or US-FDA or BIS or ISO approved.**<br><br>**<u>System should have following Attachments and Accessories</u>:**<br>• **Console with foot switch & motor cable -1 Nos each**<br>• **Perforator attachment and craniotomy attachment to be quoted.**<br>• **Straight hand piece of 70mm +/-10mm , 100mm +/-10mm and 130mm+/-10 one each**<br>• **Angled hand piece of 100mm +/-10mm and 130mm +/- 10 mm one each.**<br>• **Various Burrs & Cutters:**<br>• **1 Perforator cutter & 1 adult craniotomy cutter**<br>• **Tapered cutter of 1-1.5mm-2 for 60-80 mm attachment.**<br>• **Ball cutting 3mm, 4mm & 5mm 3 quantity each for 90-110mm & 120-140mm attachment.**<br>• **Ball diamond 3mm, 4mm & 5mm 3 quantity each to be quoted for 90-110 mm & 120-140mm attachment.**<br>• **Oil spray- 02 Nos**<br>• **Liquid Brush, Device or any other appropriate form recommended by the bidder for cleaning purpose is to be quoted**<br>• **Sterilization tray with attachment holders- 1 No.( should be quoted of same make)**<br>• **13-16 cm straight attachment with hood or protection sleeve or any equivalent attachment for MIS Spine surgery.**<br>• **Match Head cutting 2.5mm-3 quantity & match head diamond 3mm-2 quantity for MIS Surgeries (0.5 mm variation in burr tip size is acceptable)**<br><br>**<u>General Points</u>** |

| | | |
|---|---|---|
| | | **1. Products should be European CE or US – FDA or BIS or ISO approved.**<br>**2. All items are to be supplied from same manufacturer.**<br>**3. Easy availability of spares in India.**<br>**4. Trained engineers to maintain and support the system as and when required.**<br>**5. All specifications to be provided with original product data sheet / catalogue.**<br>**6. Offered system should have 2 years warranty from date of installation and 8 years CMC to be quoted separately thereafter.**<br>**7. Bidder must enclose original literatures & technical data sheet in the support of the technical bid.**<br>**8. Physical demonstration should be as per the requirement of user department.**<br><br>**Prices of Consumables and accessories must be quoted and would remain same for 5 years.** |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

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* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF ENSOCOPE SPINE

## (Two-Envelope Bidding Process with e-Procurement)

## E. Procurement Notice

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| BID REFERENCE | : | JKMSCL/MACH/2026/25 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **ENSOCOPE SPINE**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/25 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **ENSOCOPE SPINE.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **ENSOCOPE SPINE.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....68
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....69
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....88
SECTION X – CONTRACT FORMS.....96

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
|---|---|
| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **ENSOCOPE SPINE**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/25 dated 15.07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[.29 07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29 .07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

| | |
|---|---|
| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**ENSOCOPE SPINE]** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **ENSOCOPE SPINE** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **ENSOCOPE SPINE** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **ENSOCOPE SPINE** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB25* | **ENSOCOPE SPINE** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **Endoscope–Spine**<br>EndoscopewithRodlensshouldhaveouterdiameter6.9-7.2mmwithinbuiltChanneldiaof4-4.5mm & irrigation channel 1.2-1.5mm with direction of view 25 degree with total length 320-330mm & working length 200-210mm to be used for transforaminal & extraforaminal decompression of Lumbar spine.<br>❖ Endoscope with Rod lens should haveouterdiameter6.9-7.2mmwith inbuilt Channel diameter of4-4.5mm&irrigationchannel1.2-1.5mm with directionofview25degreewithtotallength275-300mm & working length 160-175mm to be used for interlaminar decompression of Lumbar spine<br>Endoscope with Rod lens should have outer diameter 10.5 mm with inbuilt Channel diameter of 5.6 mm&irrigationchannel1.2-1.5mmwithdirectionofview25degreewithtotallength 275-300mm& working length 160-175mm to be used for stenoscopic decompression of Lumbar spine. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation,* | **Endoscopes and accessories**<br>Adaptor to adjust the distance between the endoscope and working sleeve. |

| | | |
|---|---|---|
| | *maintenance and/or repair of the supplied Goods* | |
| | | (a) **EndoscopicSpineAccessinstruments** |
| | | (b) 175-190 mm having distal end with graduate delevation tip. |
| | | ❖ Working Cannula should have inner diameter of 7mm&outer diaof7.9-8.2 mm with total length<br>(c) 110-125mm having distal end with graduated elevation tip. |
| | | ❖ Extension Sleeve should have inner diameter of 7mm &outer diameter of 8-8.2 mm with total length<br>10 155-160 mm. |
| | | 11.5 Reusable flushing attachment for working Sleeve ofdia7.9-8.1 mm. |
| | | 11.6 Endoscopic Spine Working instruments. |
| | | ❖ Reusable Rongeur with irrigation connection having outer dia of 2.5 mm to 4 mm with Working<br>11.7 length350mm -370mm &Total length450 mm-470 mm. |
| | | ❖ Reusable Rongeur with irrigation connection having outer dia o 2.5 mm to 4 mm with Working<br>21.1 length280mm -300mm &Total length 380mm- 400 mm. |
| | | ❖ Reusable Curved upward Rongeur with irrigation connection having outer dia of 2.4mm–2.6 mm<br>a. With Working length 350mm - 370mm&Totallength450 mm-460 mm. |
| | | ❖ Reusable Nucleus grasping forceps with irrigation connection having outer diaof2.5 mm-4 mm with |

| | | |
|---|---|---|
| | | 37 Working length 350 mm-370 mm &Total length 450 mm-470 mm. |
| | | ❖ Reusable scissors with irrigation connection having outer dia of 2.5mm-3.5 mm with Working length<br>36 350mm-370 mm &Total length 450 mm-460 mm. |
| | | ❖ Reusable Punch with irrigation connection havingouterdiaof2.5-4.0mmwithWorkinglength 350<br>32 mm-370mm &Total length 450mm -470 mm. |
| | | ❖ Reusable Punch with irrigation connection having outer dia of2.5-4.0mmwith Working length 280<br>28 mm-300mm&Totallength380-400 mm. |
| | | ❖ Reusable upward curved Punch with irrigation connection having outer dia of 2.4-2.6 mm with<br>(a) Working length 350-370mm &Total length 450-460 mm. |
| | | ❖ Reusable dismantling Sheath tube Punch with irrigation connection havingouterdiaof3mm-4 mm<br>26 with WL290 mm-360mm &Total length 490-510 mm. |
| | | 25 Reusable atraumatic Dissector having outer diaof2.4-2.6 mm with WL345-355 mm. |
| | | 26 Reusable atraumatic Dissector having outer dia of3-3.1 mm with WL345-355 mm. |
| | | 27 Reusable atraumatic Dissector having outer diaof4-4.1 mm with WL345-355 mm. |
| | | 28 Reusable Annulotome with dia2.5-3 mm with working length 345-355 mm. |

| | | | |
|---|---|---|---|
| | | | 29 Reusable Face miller with dia3.5-4.1mm withworkinglength340-350 mm. |
| | | | 30 Reusable Exploring hook with dia 2.4- 2.6 mm with working length 285-295 mm. |
| | | | 31 **Puncture Needle Set** |
| | | | **32** Puncture needle with dia17G(OD1.5mm) with length 250-255mm. |
| | | | 33 **Sterilization Instrument Basket** |
| | | | **34** Sterilization basket with Sieve. |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(d) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(e) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF FULL 4K/UHD HIGH RESOLUTION CAMERA SYSTEM

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/26 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **FULL 4K/UHD HIGH RESOLUTION CAMERA SYSTEM**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/26 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **FULL 4K/UHD HIGH RESOLUTION CAMERA SYSTEM.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **FULL 4K/UHD HIGH RESOLUTION CAMERA SYSTEM.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....70
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....72
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....90
SECTION X – CONTRACT FORMS.....99

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **FULL 4K/UHD HIGH RESOLUTION CAMERA SYSTEM**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/26 dated 1 5 .07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br><br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**FULL 4K/UHD HIGH RESOLUTION CAMERA SYSTEM]** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **FULL 4K/UHD HIGH RESOLUTION CAMERA SYSTEM** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note:* *(a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| Prices in Rs | | | | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N°_____ of _____ | |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **FULL 4K/UHD HIGH RESOLUTION CAMERA SYSTEM** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS.**]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

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9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **FULL 4K/UHD HIGH RESOLUTION CAMERA SYSTEM** | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| *Item No* | *Name of Goods or Related Service* | *Technical Specifications and Standards* |
|---|---|---|
| *WB07* | **FULL 4K/UHD HIGH RESOLUTION CAMERA SYSTEM** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **Full 4K/UHD High Resolution Camera System**<br>**All-In-1 Housing/ Integrated Console**<br>Integrated Camera console (All-in-one Housing) with LED Light Source ,Camera Controller, Image Management System with inbuilt Storage & also Wi-Fi Router for Live Streaming.<br>Applied part type CF (Cardiac Floating) and also defibrillation proof. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | Console has white balance button.<br>Provide with Intuitive tablet (Documentation Tablet) for user interface with System.<br>4K/UHD Capable with their solution 3840x2160 pand10-bit colour gamut with 1.073 billion True Colours. |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | 4K Outputs:-Display Port (DP) or Quad 3G-SDI, and HD Outputs:-DVi or 3G-SDi.DVI Input for Secondary Source recording.<br>3-5 no's of USB Connection options for accessory use (Printers, Pendrives, iPad, etc). |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation,* | Able to connect at least 2nos.of 4K Monitor and 4nos. of HD Monitors.<br>Software based system and also support software upgrades (new features and performance upgrades). |

| | | |
|---|---|---|
| | *maintenance and/or repair of the supplied Goods* | |
| | | Work on LINUX embedded OS. |
| | | Should be a closed system for data protection while transferring or retrieving the surgery. |
| | | The Picture-in-Picture (PiP) functionality of video input is available. |
| | | Surgical display (Heads up display) on the monitor showing current values for pump, shaver, RF and in sufflator settings. |
| | | System support Password-protected access to camera live stream and captured images with streaming codec H.264 (MPEG4) at 30Hz. |
| | | Able to do audio streaming. |
| | | Able to chat with accessed users during live streaming (IP based remote access). |
| | | Have RS 232 isolated connector option and RJ 45 for Ethernet connection. |
| | | Weight: approx. 6.5– 7.0 kg. |
| | | Power Supply:100-240V,50-60 Hz. |
| | | Power Consumption–174W •Appliance / Protection Class: I |
| | | Ingress protection class: IPX0•Operating Temperature: 10-35°C. |
| | | EU Medical Device Class: Class II a according to MDR. |
| | | Notified Body: CE2797. |
| | | **4K Camera Head** |
| | | Image Sensor: CMOS Technology. |
| | | The imaging Scanning Pattern is Progressive. |
| | | Aspect Ratio: Capable of displaying widescreen16:9 format. |
| | | Overall Resolution:3840x 2160p. |
| | | Image refresh raten early 59.94Hx (vertical scan). |

| | | |
|---|---|---|
| | | Digital zoom: 1.5x |
| | | Signal to Noise Ratio (SNR): >52Db. |
| | | Weight :not more than 600g. |
| | | Provided with fixed (integrated) coupler with focal length 19-20mmor zoom coupler focal length 14-29mm. |
| | | Colour Depth:10bit(1.073BillionColours). |
| | | 2 camera head buttons with 19 programmable functions incl. white balance at beginning of case. |
| | | The camera head Housing made of Titanium. |
| | | The camera head is Autoclavable with at least 2000 autoclaving cycles. |
| | | Inbuilt zoom facility available regardless of telescope used. |
| | | Water and disinfectant proof (IPX7). |
| | | Applied part type CF for applications near the heart. |
| | | Appliance/Protection class: I |
| | | EUMDR: Class IIa |
| | | Notified body: CE2797 |
| | | Provided with autoclaving case from the parent company only. |
| | | **4K High-Definition Monitor** |
| | | Screen technology:TFTAM LCD/ IPS-Pro technology/ LED backlight |
| | | LCD active panel size (diagonal): 32"/ 813 mm |
| | | LCD pixel resolution:3840x 2160 |
| | | Aspect ratio: 16:9 |
| | | Pixel pitch: 0.1845 mm |
| | | Color support:1073million(10 bit) |
| | | Color gamut: Native (closeto DCI-P3) |

| | | |
|---|---|---|
| | | Viewing angle (horizontally): 178° |
| | | Viewing angle (vertically): 178° |
| | | Brightness:≥350cd/m² typ. |
| | | Contrast:≥1350:1 typ. |
| | | Response time:white->black9ms |
| | | Panel protection:antireflective glass |
| | | Video Input:2x DP1.1or1x DP1.2;1xDVI;1x3G-SDI; Fiber MNA Decoder (optional) |
| | | Video Output:1xDP1.2;1x3G-SDI Loop through |
| | | Picture-in-Picture |
| | | Failover mode |
| | | Power:24 VDC/ 10 A |
| | | Power supply:100 –250VAC /47 –63 Hz |
| | | Mounting:VESA 100,200 x 100 |
| | | MDR class: I, IP21 |
| | | **Light Source** |
| | | Technology: LED (cold light source). |
| | | Guaranteed lifespan:30,000 operating hours. |
| | | Power consumption:94.5W max (light output equivalent to approx.400W Xenon). |
| | | Light output/light flux:1,800 lumens (typical). |
| | | Color temperature 5,500–8,500 K nominal range. |
| | | Automatic light output control functionality for producing synchronized pulse width modulated. |
| | | Have Light guide port turret of the mentioned light cable standards : ACMI™ Standard, Storz™, Wolf™, and Olympus™ light cable options. |
| | | Light source button—On/Standby ‖(ready to use in<1 sec.). |

| | | |
|---|---|---|
| | | User interface: CCU(stand by button), camera buttons or Controller UI. |
| | | The system provided with Universal fibreoptic cable with adapters. Not less than 5mm thick and 270- 275 cm long 1.3. |
| | | **Image Management System** |
| | | Image capture in both 4K & HD quality in the console with no external device support. |
| | | Video record in both SD &HD quality in the console with no external device support. |
| | | System has128GB4K video2-4MB/min SSD internal &with external storage through USB Ports. |
| | | Options to annotate photos at the end of case. |
| | | Convert Images into PDF. |
| | | Direct transfer of still images and videos to the iPad® or USB during the procedure. |
| | | Export of images and videos to the iPad ® camera roll or Pen drive. |
| | | Images: adjust brightness, contrast &saturation; annotation (circle or arrow)with text on iPad. |
| | | Automatic or manual export: USB, IPad ®, File server, PACS (DICOM). |
| | | **System Controller/Documentation Tablet** |
| | | Touch screen tablet controller and documentation device with wired or wireless connection with the system. |
| | | Apart of the closed system there by providing data protection. |
| | | Able to perform mentioned functions:-add Facility profile with specific settings, Surgeon-profile with specific settings, Procedure profile with specific settings, planning of case, patient details before the surgery, Camera head button functions, allow or disallow live streaming of live surgery, control the values of accessory equipment (Shaver, RF, Pump, Insufflator etc), adjusting the vision settings, annotation of the images post-surgery, transferring of data in external devices through USB Ports, etc. |
| | | **Weight: Lessthan1 kg.** |

| | | |
|---|---|---|
| | | In case of device failure, the stand by controller/tablet display the same information of the original tablet. |
| | | Medical Device directive: Class I. |
| | | **Fluid Management System** |
| | | Intuitive touch screen control |
| | | Presets:4(Shoulder ,Knee, Small Joint, Hip) |
| | | Flowrate:≥1500ml/min automatically adjusted |
| | | Max. Flowrate setting: adjustable from 50%to100% (increments of 10%) |
| | | Pressure setting:10 –120(increments of 5). |
| | | Real time flow rate monitoring |
| | | Estimated fluid usage information |
| | | Shaver interface with Synergy Resection Shaver |
| | | Shaver Boost functionality: automated pressure increase when shaver is utilized; 0 to50%(10% increment steps) |
| | | Lavage mode–increases pressure when utilized |
| | | Lavage setting: adjustable 0 to50% pressure increase (5% increment steps) formax.2 minutes. |
| | | Tubing options: One piece tubing or 2 piece tubing(day tubing + patient-end tubing) |
| | | Foot pedal control: Lavage. |
| | | Remote control: Lavage, Pressure increase ,Pressure decrease, Shaver suction setting, Run/Stop |
| | | Heads-up display of parameters on main monitor in combination with Synergy camera platform |
| | | Over pressure control:300mmHg± 5 |
| | | Dimensions:42 cm (W)x13,5 cm(H) x29, 2 cm (D) |
| | | Weight:6.24 kg |
| | | Water protection class: IP22 |
| | | AC input: 100-240V, 50/60Hz, 1.5AMax/100VAC, 0.7A Max/240VAC |

| | | |
|---|---|---|
| | | Power entry module: IEC 320/C13 |
| | | Noise level:< 58dB |
| | | Applied part type: BF |
| | | Medical device directive: Class IIa |
| | | Medical device according to 93/42/ EEC |
| | | Notified body: 0086 |
| | | Protection against electric shock according to IEC 60601-1:Class I |
| | | EMC certification according to EN 60601-1-2 |
| | | **Irrigation Tube set Spike.** |
| | | Reusable irrigation tube set spike compatible with the fluid management system. |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest |

| | |
|---|---|
| | amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

   or

   The supplier has failed to fulfill his contractual obligations with regard to the following:

   (a)

   (b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF IFT (INTERFERENITIA THERAPY UNIT)

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/27 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **IFT (INTERFERENITIA THERAPY UNIT)**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/27 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **IFT (INTERFERENITIA THERAPY UNIT).**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **IFT (INTERFERENITIA THERAPY UNIT).**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL*) |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....**ERROR! BOOKMARK NOT DEFINED.**
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....31
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT .....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **IFT (INTERFERENITIA THERAPY UNIT)**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/27 dated 1 5 .07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

| | |
|---|---|
| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[ 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid :29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

| | |
|---|---|
| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**IFT (INTERFERENITIA THERAPY UNIT)**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **IFT (INTERFERENITIA THERAPY UNIT)** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| Prices in Rs | | | | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **IFT (INTERFERENITIA THERAPY UNIT)** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

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9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **IFT (INTERFERENITIA THERAPY UNIT)** | 27 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| *Item No* | *Name of Goods or Related Service* | *Technical Specifications and Standards* |
|---|---|---|
| *WB27* | **IFT (INTERFERENITIA THERAPY UNIT)** | |
| | *Related Services:* | |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | • The dual channel electrotherapy unit having IFT-4, IFT-2, TENS, EMS, HV, Russian, Micro currents, Galvanic, Faradic, UT Curve, etc.<br>• It should have 7 inch coloured touch screen.<br>• It should have IF current with variable frequencies between 1-250 Hz and should have at least 4 different carrier frequencies between 2-5 kHz.<br>• It should have TENS current with variable frequencies between 0.5-250 Hz with peak current amplitude up to 100 mA.<br>• The Hi-volt current should have variable frequency ranges from 0.5 – 200 Hz with peak current amplitude up to 300 mA.<br>• The Micro current should have frequency ranges up to 400 Hz with peak current amplitude up to 700 µA.<br>• It should have application library containing approximately 25 pathologies with 3D pictures for easy use by the user.<br>• It should have vector sweep orientation at every 15° up to 45° in 4 steps.<br>• The system should have 120 free program memories.<br>• The system should be connectable to optional vacuum unit. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |

| | | |
|---|---|---|
| | | It should have digital timer of 60 minutes duration.<br><br>**<u>Vacuum Unit</u>**<br>• The unit should consist of 2 channel vacuum system for 4 vacuum electrodes.<br>• It should have blow out vacuum system which eliminates the need of water reservoir & reducing maintenance.<br>• The unit should have 2 vacuum modes: Continuous mode & intermittent mode for patient comfort & skin massage.<br>• The unit should have vacuum strength up to 100 mm Hg.<br><br>**<u>The equipment should be delivered with following:</u>**<br>• Main unit should be supplied with:<br>4 rubber electrodes, 4 electrode sponges, 2 electrode cables, 4 straps (2 large and 2 small), 4 Vacuum electrodes, 4 Electrode sponges for Vacuum electrode. |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

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* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF ISOKINETICS

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
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| BID REFERENCE | : | JKMSCL/MACH/2026/28 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **ISOKINETICS.**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/28 dated 15 .07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **ISOKINETICS.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **ISOKINETICS.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....67
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....68
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....87
SECTION X – CONTRACT FORMS.....95

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
|---|---|
| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **ISOKINETICS**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/28 dated 15.07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

| | |
|---|---|
| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**ISOKINETICS]** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **ISOKINETICS** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **ISOKINETICS** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

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9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **ISOKINETICS** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB28* | **ISOKINETICS** | |
| | *Related Services:* | |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **Features**<br>**Passive training: Motor drive**<br>A gentle passive mobilization of your muscles and joints, for example during the warm –up phase, Spasms and tensions are gently eased and dissolved.<br>**Active training: Muscle strength**<br>Depending on what you aim to achieve, you can adjust the pedal resistance to meet your needs.<br>**Soft training: Motor assistance**<br>The motor specifically supports your exercise training. This way you can mobilise even the weakest residual muscle strength<br>**Symmetry training:**<br>The program Supports you by displaying the symmetry when training both sides of the body simultaneously. This way one-sided deficits can be corrected<br>**Standard equipment Kinevia Duo:**<br>• Large 7-inch colour display (touch panel)<br>• Detailed analysis of the last ten training sessions<br>• Training statistics for long-term analysis<br>• Several preset training programs<br>• Safety foot rest with Velcro straps<br>• Adjustable pedal radius-no tools needed<br>• Adjustable pedal-no tools needed<br>• Safety height adjustment Via grid-no tools needed<br>• Stable ergonomic handle bars<br>• Practical step aid for foot rests<br>• Automatic anti-spastic control (ASC) and program for easing of spasticity |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |

| | | |
|---|---|---|
| | | • Automatic change of direction (individually adjustable)<br>• Practical bottle holder<br>• Operating hours counter<br>• Rubber-encased wheels, mounted on ball bearings<br><br>**Anti-glare, large menu, robust display surface**<br>The ?-inch colour display provides a perfect view. Excellent<br>Colour contrast and a large font guarantee best readability. The<br>robust casing made from aluminum and the sturdy display surface<br>are extremely solid and ensure many years of reliability.<br>**Perfect ease of use, optimal key guidance**<br>Enjoy the super easy control of your Kinevia and the easy navigation of the menu. The large operating fields are safe to<br>Handle. In addition, signal tones provided acoustic safety.<br>**Your training results, always viewable**<br>All important training results are clearly displayed with the touch of a button:<br>Training distance, symmetry, calories burnt,<br>Heart rate, use of own muscular strength. With the training statistics you can also analyse longer training periods. You can<br>Simply transfer the data to your PC or laptop via the USB interface. Not only you, but also your doctor or therapist will be<br>Thrilled by how uncomplicated your training results and therapeutic successes can be analyzed. |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF SPINE LAMINECTOMY SET

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/29 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **SPINE LAMINECTOMY SET**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/29 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **SPINE LAMINECTOMY SET.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **SPINE LAMINECTOMY SET.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL*) |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....69
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....70
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....89
SECTION X – CONTRACT FORMS.....97

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
|---|---|
| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **SPINE LAMINECTOMY SET**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/ 29 dated 1 5 .07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[.29 07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**SPINE LAMINECTOMY SET**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **SPINE LAMINECTOMY SET** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **SPINE LAMINECTOMY SET** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **SPINE LAMINECTOMY SET** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

<table>
<tr><th>Item No</th><th>Name of Goods or Related Service</th><th colspan="2">Technical Specifications and Standards</th></tr>
<tr><td>WB29</td><td colspan="3">SPINE LAMINECTOMY SET</td></tr>
<tr><td></td><td>Related Services:</td><td colspan="2">Technical Specification</td></tr>
<tr><td></td><td>a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods</td><td colspan="2" rowspan="4">1. The instrument should be light weight finally of non-magnetic surgical grade stainless steel with carbon contents specified of ISO 9001/ CE /PIS or equivalent rating.<br>2. The dimensions of instruments may vary 5-10% from specification mentioned.<br>3. It should have warranty for 5 years and facility for repair locally.<br>4. It should be European CE/USFDA approved.<br>5. All instruments should be manufactured by same manufacturer except item (s) not in the production list. Selected instruments may be asker for demonstration before final approval.</td></tr>
<tr><td></td><td>b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods</td></tr>
<tr><td></td><td>c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods</td></tr>
<tr><td></td><td>d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract</td></tr>
<tr><td></td><td></td><td colspan="2">Description.</td></tr>
<tr><td></td><td></td><td>1.</td><td>Rampley sponge holding forceps 230 mm</td></tr>
<tr><td></td><td></td><td>2.</td><td>B.P handle no.3</td></tr>
<tr><td></td><td></td><td>3.</td><td>BP handle no. 4</td></tr>
<tr><td></td><td></td><td>4.</td><td>Towel clips 3/12”</td></tr>
<tr><td></td><td></td><td>5.</td><td>Towel Clip 5”</td></tr>
<tr><td></td><td></td><td>6.</td><td>Allis Classical Tissue forcesp 5”</td></tr>
<tr><td></td><td></td><td>7.</td><td>Scalp Clip system : Applying /Removal forceps (Reusabl<br>2 boxes of Raney clip )plastic scalp clip, sterile, single use) (1box with 20 packages each containing 10 clips)</td></tr>
<tr><td></td><td></td><td>8.</td><td>Halstead- Mosquito Forceps, Straight, 125 mm</td></tr>
<tr><td></td><td></td><td>9.</td><td>WEITLANER self retaining retractor, Sharp 5x 6 teech 250 mm, 10”</td></tr>
<tr><td></td><td></td><td>10.</td><td>ADSON self retaining retractor , semi sharp, blunt 330 mm, 13 1/8”</td></tr>
</table>

| | | | |
|---|---|---|---|
| | | 11. | Cone Hemi-Laminectomy Retractor, hinged arm, 254 mm. ( 10 in.) for unilateral intervertebral disc operation:-<br>i. For left side<br>ii. For right side |
| | | 12. | Williams Microlumbar Discectomy Suction Retractor, Tube Diameter: 16 Fr. Length: 6" (152mm) |
| | | 13. | Williams Microlumbar Disectomy Suction Retractor. Tube Diameter: 17 Fr. |
| | | 14. | Williams Microlumbar Disectomy Suction Retractor. Tube Diameter: 18 Fr Length 6" (152mm). |
| | | 15. | ULTRAFINE Artery Forceps, 190mm (7 1/2in.) With teeth, Straight with ½ teeth. |
| | | 16. | ULTRAFINE Artery Forceps 190 mm (7 ½ in) With teeth, Curved with 1/2teech). |
| | | 17. | ULTRAFINE Artery Forceps, (Heiss type), Box Joint, 205 mm. (8 in). Straight. |
| | | 18. | ULTRAFINE Artery Forceps, (Heiss type), Box Joint, 205 mm. ( 8in.) Curved. |
| | | 19. | Metzenbaum Scissors straight with rounded. Blades, conical points , 241 mm (9 1/2in.) |
| | | 20. | Metzenbaum Scissors curved with rounded Blades , conical points, 241 mm (9 1/2in.) |
| | | 21. | Neurosurgery Needle Holder, Box Joint, (8") For 0 to 2-0 sutures, Tungsten carbide jaws gold plate bows |
| | | 22. | Neurosurgery Needle Holder, 6" (152 mm) For 3-0 to 5-0 sutures, Tungstun carbide jaws gold plate bows |
| | | 23. | Dural forceps with tooth small, long, and long bayonet. |
| | | 24. | Dural forceps without tooth small, long and long bayonet. |
| | | 25. | CLOWWARD Type Intervertebral Disk Rongeurs. Shaft length : 7" (178 mm), cup size<br>i. 4x8 mm<br>ii. 6x10 mm<br>iii. 6x12mm |
| | | 26. | CUSHING INTERVERTEBRAL DISC BIOPSY FORCEPS, 180 mm, cup widths:<br>iv. 3 mm straight tip<br>v. 4 mm straight tip |

| | | | | |
|---|---|---|---|---|
| | | | | vi. 4mm up tip<br>vii. 4mm down tip<br>Viii. 5 mm straight tip |
| | | | 27. | INTERVERTEBRAL DISC BIOPSY FORCEPS SPURLING type, 4mm x 10mm (non-glare)<br>i. Straight<br>ii. Up<br>iii. Down |
| | | | 28. | KERRISON Punch (Tungsten Carbide), 180mm 130 Degree. Upward 1mm, 2mm, 3mm, 4mm, 5mm, |
| | | | 29. | KERRISON Punch (Tungisten Carbide), 180 mm 90° downward cutting 2mm, 3mm |
| | | | 30. | Cloward Depth Guage, Length 8 3/8" (213mm) |
| | | | 31. | Wagner rongeur, 210 mm 8 ¼", 5.5mm |
| | | | 32. | LUER-STILLE, 225MM, 9" bone Rongeur Straight. |
| | | | 33. | LUFR-STille, 220mm, 8 ¼" bone Rongeur Curved, |
| | | | 34. | LUER-STILLE 270 mm, 10 ¾" bone Rongeur |
| | | | 35. | Echlin (3x10mm), 9" bone Rongeur. |
| | | | 36. | FRYKHOLM, 230mm, 9", bone Rongeur. |
| | | | 37. | STILLE 230 mm, 9", bone Rongeur. |
| | | | 38. | LEKSELL-STILLE 240 mm, 9 ½" bone. |
| | | | 39. | LUER-STILLE, 225 mm, 9" , bone Rongeur straight |
| | | | 40. | STILLE-RUSKIN, 230 mm, 9" Laminectomy Rongeur 3mm bite curved. |
| | | | 41. | STILLE-RUSKIN, 230mm, 9" Laminectomy Rongeur 3mm bite straight. |
| | | | 42. | LANGERBECK, 205 MM, 8" bone holding forceps, 11mm |
| | | | 43. | Caspar Scoops, Straight 250mm length, 3,4,5,6,mm sizes |
| | | | 44. | Oconnell never root retractor, Double Ended, 3,4,5,6, mm sizes |
| | | | 45. | Love Nerve Root Retractor angled shaft, 90° at handle, blade 5 x5 mm |
| | | | 46. | Love Nerve Root Retractor angled shaft 45° at handle, blade 5x5 mm. |
| | | | 47. | CHISEL. Straight, Length: 11" (279mm)<br>i. Tip width: 1/2" (13mm)<br>ii. Tip width: 3/4" (19mm)<br>iii. Tip width: 1" (25mm)<br>iv. Tip Width: 1 ¼" (32mm) |

| | | | |
|---|---|---|---|
| | | 48. | CHISEL. Curved, Length: 11" (279mm)<br>i. Tip width: 1/2" (13mm)<br>ii. Tip width: 3/4" (19mm)<br>iii. Tip width: 1" (25mm)<br>iv. Tip Width: 1 ¼" (32mm) |
| | | 49. | Cob elevators Total length 32mm handle diameter 3 cm Straight-10mm, 15mm, 20mm and 25 mm. |
| | | 50. | Bone Graft tampers Caspar, length 200mm, 5mm |
| | | 51. | Angled, Oval shaped tip Bone Tampers, 290mm length 5x15mm tip dimension |
| | | 52. | CLOWARD Dural Hook, 165mm (6 1/2") |
| | | 53. | Gardner wells, skull traction clamp, for adult and pediatric patients. Designed for quick and easy application. Working on spring mechanism. |
| | | 54. | Crutchfields Traction for adult and pediatric sizes. |
| | | 55. | Cervical Vertebra Spreader 51/2" (14cm) |
| | | 56. | "Love" Nerve Root Retractor straight, 45°, 90° |
| | | 57. | Micro Lumbar Discectomy Retractor set |
| | | 58. | Caspar Curette, Square Shaped<br>i. 4 mm straight and angled<br>ii. 5mm straight and angled |
| | | 59. | Foraminotomy Curved Kerrision Punch |
| | | 60. | Karlin Microdiscectomy curette set (set of 24 curettes) |
| | | 61. | File for bone graft preparation (FK507R), BONE FILE, I side file cut, I side rasp cut, 220 mm, 8 3/4" |
| | | 62. | Self Retaining Spine Retractor Set (Double hinged) for Lumbar Laminectomy with transverse vertical retraction blade application options. All available sizes of blades along with Hook/Pin retractor for hemi-laminectomy. |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

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* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF MICROSCOPE

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
|---|---|---|
| BID REFERENCE | : | JKMSCL/MACH/2026/30 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **MICROSCOPE**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/30 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **MICROSCOPE.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **MICROSCOPE.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....67
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....68
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....87
SECTION X – CONTRACT FORMS.....95

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **MICROSCOPE**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/30 dated 15.07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026 ]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**MICROSCOPE**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **MICROSCOPE** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **MICROSCOPE** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **MICROSCOPE** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB30* | **MICROSCOPE** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **Technical Specifications of Microscope**<br>1. Company should be at least in its 5 years of operations at the date of submission of tender.<br>2. Bidder must enclose original literatures & technical data sheet in the support of the technical bid.<br>3. Physical demo may preferably be arranged at the time of requirement.<br>4. Instruments quality should meet the international standards.<br>5. Company should have European CE certificates or USFDA certificates of International standard and should have an annual turnover in the execution of similar work, equal to or in excess of 50 crores per annum for the past 3-5 years.<br>6. Company should provide material certificates.<br>7. Material Stainless Steel(Instruments).<br>8. Grade-ISO5832-1.<br>Principle Company may preferably have certificate for passivation process of instruments.<br>**MICROSCOPEBODY:**<br>1. Motorized zoom magnification system with apochromatic optics, zoom magnification factors 0.4x to2.4x, activation by hand-grip and foot control panel, with manual override. Total magnification range 2X- 18X or higher.<br>Should have Internal motorized fine focusing system, activation by handgrip/ foot controlpanel, continuously adjustable working distance from 200 mm to 500 mm without exchange of objective lens, integrated continuously variable illumination field from 60mm 15mm or less. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |

| | | |
|---|---|---|
| | | **BINOCULARTUBE:**<br>180-degree tilt able binocular tube with focal length = 170 mm or higher. There should be Graduated knob for continuous adjustment of interpupillary distance from 55 mm to 75 mm. |
| | | **AUTODRAPE:**<br>System should be capable of using an auto drape system by push of a button. |
| | | **AUTOBALANCE:**<br>System should be capable of balancing the microscope by push of a button. |
| | | **RECORDING:**<br>System should have digital integrated recording through USB within the stand. |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | **VARIOSCOPE:** Should have working distance through continuous varioscope from 200- 500 without any external attachment.<br><br>**EYEPIECES:**<br>Pair of high eye point wide field push-in eyepieces12.5 x magnification with magnetic locks, diopter setting from -8D to+5D, also suitable for spectacles wearers.<br><br>**ILLUMINATIONSYSTEM:**<br>Coaxial xenon illumination 300W with back up 300w xenon with quick- action lamp changer in case of failure of main lamp.<br><br>**HANDGRIPS:**<br>Microscopes should have easily maneuverable handgrips with adjustable keys for zoom and focus, illumination& Magnetic brakes. Should have programming for magnetite brake for control of stand & Microscope body brakes.<br><br>**FLOORSTAND:**<br>1. Roll able floor stand on base with lockable castors, carrier and swivel arms with large reach of 1.60 m or higher.<br>2. Should have free float magnetic system with Six magnetic brakes, Three brakes for Microscope |

| | | |
|---|---|---|
| | | body& three for Microscope Stand with release of magnetic brakes by handgrips.<br>3. Liquid crystal display (LCD) with user prompts, quick set up or different parameters and their activation at press of a button such asautomatic speed adjustment or automatic brightness setting depending on magnification.<br>4. System should have facility for Auto Air evacuation system for drapes (Auto drapes). System should have overhead display for showing important parameters.<br><br>**INTEGRATEDDIGITALVIDEOCAMERASYSTEM:**<br>Advanced digital Completely Integrated 3CCD HD video camera system suitable for connection to PC, color monitor. Video speed focus.<br><br>**USERPROGRAMMING:**<br>Programming for starting illumination, Magnification, working distance, Zoom speed & Focus speed for at least 8 - 9 different users.<br><br>**FACETOATTACHMENT0-180DEGFORSPINESURGERIES AND STEREO CO-OBSERVATION TUBE FOR THE ASSISTANT FOR NEURO**<br>• It should have USFDA or EUROPEAN CE standards.<br>• Demonstration is must for the finalisation.<br><br>Warranty three years and CAMC for next 3years to be quoted |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

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* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF RADIOFREQUENCY SURGICAL ABLATION SYSTEM

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/31 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **RADIO FREQUENCY SURGICAL ABLATION SYSTEM**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/ dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **RADIOFREQUENCY SURGICAL ABLATION SYSTEM.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **RADIOFREQUENCY SURGICAL ABLATION SYSTEM.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **RADIOFREQUENCY SURGICAL ABLATION SYSTEM**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/31 dated<br><br>15.07.2026 Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**RADIOFREQUENCY SURGICAL ABLATION SYSTEM]** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **RADIO FREQUENCY SURGICAL ABLATION SYSTEM** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N°_____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **RADIOFREQUENCY SURGICAL ABLATION SYSTEM** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

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9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **RADIO FREQUENCY SURGICAL ABLATION SYSTEM** | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB04* | | **RADIOFREQUENCY SURGICAL ABLATION SYSTEM** |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **Radiofrequency Surgical Ablation System**<br>❖ Radiofrequency Surgical Ablation System should have following features- RF machine should work<br>On 4-4.2MHZ frequency for effective Monopolar/Bipolar application.<br>RFS ystem should have Monopolar & Bipolar mode for versatile usage in Spine Surgery.There should be 2 Monopolar Cutting modes (CUT1/ CUT2) & 2 Monopolar coagulation modes (CONTACT/ SPRAY) for precise cutting & coagulation. Additionally, should have Auto start function for bipolar modes.<br>❖ It should have Bipolar Cutting modes(BICUT1/ BICUT2)&2 Bipolar coagulation modes (STANDARD/ PRECISE)<br>It should have Neutral electrode monitoring through Split neutral plate permanently via skin resistance.<br>RF Console should work with 4 pre-stetted programs.<br>RF Console should deliver Maximum Power output of 100W on Monopolar Cut & 80 Won Bipolar Cut mode. Also should deliver power of 80 W on Bipolar Cut & Coagulation mode. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | | |
| | | |
| | | |

| | | |
|---|---|---|
| | | Monopolar function should control through foot switch or hand-controlled RF probe &bipolar function should controlled through Foot switch or Autostart mode. |
| | | Foot switch should have two pedals for Cutting& Coagulation with inbuilt 4m connecting Cable. |
| | | ❖ RF Console should be Microprocessor controlled device with safety management with foil keys<br>Control buttons with numeric display. It should have acoustic &optical alarm system in case of any error. |
| | | 1. RF Console should have Medical device directive 93/42/EEC &CE certified & should take automatic storage of last user settings. |
| | | 2. **Bipolar RF Instruments** |
| | | **3.** Bipolar RF instrument should have sheath tube dia of 2.4-2.6mm with length 275-285 mm. |
| | | • Bipolar RF instrument should have sheath tubdiaof2.4-2.6mmwithlength345-355mm<br>Tip controlled Single use flexible RF electrode bipolar of dia 2.5 mm.<br>4. Bipolar RF connection Cable with total length 2.9-3.1 m |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

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* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF SHAVER SYSTEM TO REMOVE BONE ENDOSCOPICALLY

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
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| BID REFERENCE | : | JKMSCL/MACH/2026/32 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **SHAVER SYSTEM TO REMOVE BONE ENDOSCOPICALLY**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/32 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **SHAVER SYSTEM TO REMOVE BONE ENDOSCOPICALLY.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **SHAVER SYSTEM TO REMOVE BONE ENDOSCOPICALLY.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....67
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....68
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....87
SECTION X – CONTRACT FORMS.....95

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
|---|---|
| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **SHAVER SYSTEM TO REMOVE BONE ENDOSCOPICALLY** Identification number of the NCB is: JKMSCL/Mach/2026/32<br><br>dated 15.07.2026 Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br><br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services **SHAVER SYSTEM TO REMOVE BONE ENDOSCOPICALLY]** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **SHAVER SYSTEM TO REMOVE BONE ENDOSCOPICALLY** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| Prices in Rs | | | | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N°_____ of _____ | |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **SHAVER SYSTEM TO REMOVE BONE ENDOSCOPICALLY** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

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9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **SHAVER SYSTEM TO REMOVE BONE ENDO SCOPICALLY** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB32* | **SHAVER SYSTEM TO REMOVE BONE ENDOSCOPICALLY** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **Motor unit**<br>❖ Device control and adjustment of all functions and user settings via washable and disinfect able<br>Touch screen user guidance.<br>Free definition and storage of all user data's(speed, torque, tools) for different users by pressing a key.<br>Automatic instrument and tool identification while connecting to the controller device (RFID) –Predefinition of all parameters.<br>Memory function –data storage of number of applications and time of use for all reusable shaver Blades and burrs.<br>Simultaneous connection of 2 hand pieces.<br>Universal plugs for all connecting cables of hand pieces. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | Microprocess or controlled safety management. |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of* | Supply voltage inVACshouldbe100-230V. |

| | | |
|---|---|---|
| | *any warranty obligations under this Contract* | |
| | | Supply frequency in Hz. Should be 50/60. |
| | | Measurements-BxHxT in mm should be 330x155x 390. |
| | | **Foot switch** |
| | | Two pedals for main adjustments –Oscillation, right/left direction, speed adjustments, blade toggling) |
| | | **High-speed - Shaver hand piece** |
| | | ❖ Motorized hand piece for arthroscopic operations incl. adjustable suction valve, connection of shaver<br>Blades and burrs D 2 to 8mm, optionally use via hand control button or foot switch ,including connecting cable. |
| | | 33 Range of speed should be10-16000rpm. |
| | | 34 Rotatable shaver blades and burrs (ca.270°) within the hand piece. |
| | | 35 Weight should be350-400g. |
| | | 36 **Burrs** |
| | | **37** Wide range of reusable and disposable shaver blades. |
| | | 38 Oval Burrs reusable with lateral protection outer diameter 3mm-4mm and working length 340mm -360 mm. |
| | | 39 Round Burrs reusable without protection outer diameter 3mm-4mm and working length340 mm –360 mm. |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | 40 Diamond Round Burrs reusable without protection outer diameter 3 mm–4mm and working length 340 mm-360 mm. |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF STENOSIS FULL ENDOSCOPIC INTERLAMINAR DECOMPRESSION

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/33 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **STENOSIS FULL ENDOSCOPIC INTERLAMINAR DECOMPRESSION**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/33 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement **STENOSIS FULL ENDOSCOPIC INTERLAMINAR DECOMPRESSION.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **STENOSIS FULL ENDOSCOPIC INTERLAMINAR DECOMPRESSION.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :.29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....67
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....68
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....87
SECTION X – CONTRACT FORMS.....95

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **STENOSIS FULL ENDOSCOPIC INTERLAMINAR DECOMPRESSION**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/33 dated 15.07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br><br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services **STENOSIS FULL ENDOSCOPIC INTERLAMINAR DECOMPRESSION** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **STENOSIS FULL ENDOSCOPIC INTERLAMINAR DECOMPRESSION** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N°_____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **STENOSIS FULL ENDOSCOPIC INTERLAMINAR DECOMPRESSION** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

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9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **STENOSIS FULL ENDOSCOPIC INTERLAMINAR DECOMPRESSION** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| *Item No* | *Name of Goods or Related Service* | *Technical Specifications and Standards* |
|---|---|---|
| *WB33* | **STENOSIS FULL ENDOSCOPIC INTERLAMINAR DECOMPRESSION** | |
| | *Related Services:* | |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **Stenosis Full- endoscopic Interlaminar decompression**<br>**1. Endoscope – Spine**<br>Endoscope with Rod lens should have diameter 9.2-9.5 mm with inbuilt working Channel dia of 5-5.5mm with direction of view 20 degree & working length170-180 mm to be used for Inter laminar decompression of Lumbar spine.<br>**2. Access Instruments** |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | Dilator set should have an inner diameter of 7mm with outer diameter 9-9.5mm with total length of 230-240mm for single stage dilation. |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | Working Cannula should have inner diameter of 9.5mm & outer dia of 10.4-10.6mm with total length. |
| | *e) Training of the Purchaser's personnel, at the* | 110-125mm having distal end with graduated elevation tip. |

| | | |
|---|---|---|
| | *Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |
| | | Reusable flushing attachment for working Sleeve of dia 10.5—10.8 mm. |
| | | 3. Working Instruments |
| | | Reusable Kerrison Punch having dia 5.5x4.5mm with working length 370-390mm &Total length 460-470 mm. |
| | | Reusable Kerrison Punch having dia 5.5x4.5mm with working length 370-390mm &Total length 460-470 mm. |
| | | Reusable Rongeur with irrigation connection having outer dia of 3.8 to 4.2mm with working length 280-300mm &Total length380-390 mm. |
| | | Reusable Punch with irrigation connection having outer dia of 3.8-4.2mm with working length 280- 300 mm &Total length380-390 mm. |
| | | **Sterilization Instrument Basket** |
| | | Sterilization basket with Sieve. |
| | | **Burrs** |
| | | Oval Burrs reusable with lateral protection for extraction of bony structures outer diameter 5 mm- 6mm and working length 280mm–300 mm. |
| | | Round Burrs reusable for extraction of bony structures with outer diameter 5mm–6mm and working length 280 mm – 300 mm. |
| | | Round Diamond Burrs reusable for extraction of boy structures with outer diameter 5mm–6 mm and working length 280mm – 300 mm. |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF ULTRASONIC BONE SCALPEL

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
|---|---|---|
| BID REFERENCE | : | JKMSCL/MACH/2026/34 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **ULTRASONIC BONE SCALPEL**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/34 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **ULTRASONIC BONE SCALPEL.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **ULTRASONIC BONE SCALPEL.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

| | | |
|---|---|---|
| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....67
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....68
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....87
SECTION X – CONTRACT FORMS.....95

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **ULTRASONIC BONE SCALPEL**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/34 dated 1 5 .07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br><br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**ULTRASONIC BONE SCALPEL**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **ULTRASONIC BONE SCALPEL** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **ULTRASONIC BONE SCALPEL** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **ULTRASONIC BONE SCALPEL** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| *Item No* | *Name of Goods or Related Service* | *Technical Specifications and Standards* |
|---|---|---|
| *WB34* | **ULTRASONIC BONE SCALPEL** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | Ultrasonic Osteo-Surgery system should have a Design to provide clean Cuts through osseous structure with minimal loss of viable bone while sparing adjacent soft tissues enable rapid, Safe and precise osteotomies . ultrasonic surgical device should minimize loss of viable bone with drastic reduction of Intra-Operative bleeding . Osteo- surgery system should consist of ultrasonic console ,hand piece with wrench ,foot switch and system accessories having following features: |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | Ultrasonic console with inbuilt irrigation pump for osteo surgery to work on22.5_+500kHz frequency with maximum 300 micro-amp ground leakage current |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | Console should deliver maximum output power of 130 Watt. |
| | | Console front panel should have digital display with following features. |
| | | Ultrasound enbled/standby button. |
| | | Menu button |
| | | Amplitude control for power selection |
| | | Pulse rate control for power selection |
| | | Ultrasonic Timer with Reset |
| | | Irrigation flow rate control (Variable upto 90ml/minute) |
| | | Six screen specific buttons |
| | | Foot switch control for ultrasonic output |

| | | |
|---|---|---|
| | | The ultrasonic surgical devices should have straight hand piece for ease of use. It should be autoclave/low profile to be used in various procedures. |
| | | Straight Hand pieces should have Piezoelectricity transducer to convert input signal into mechanical oscillations. |
| | | Straight hand piece blade should oscillation linear, like motion enabling an effortless dissection of hard cortical bone with 1,300,000 to 1,350,000 strokes per minute. Also blade should be automatic to soft tissue with linear movement of blade which eliminates wrapping and tearing soft tissue. |
| | | Ultrasonic system should provide non-abrasive, compression cut with minimal bone loss in combination not more than 0.5-1.0 mm thickness blade. |
| | | Hand piece should facilitate non-necrotic bone dissection with help of inline liquid pathway to direct fluid to blade tissue interface side. |
| | | The system should have integrated in-line irrigation which should run through the hand piece and through the blade. |
| | | All disposable items should have channel to support in-line irrigation |
| | | Blade should have easy stop features for precise and fast ostoetomies an d issue response, Blunt cutting Edge, jet nozzle expels irrigant. |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | **Accessories like T-handle and torque wrench should be provided with the system** |
| | | Straight Tips for hard tissue removal to be connected with hand piece with blade thickness as small as 0.5mm should be in following sizes__ |
| | | 10 mm Bone Scalpel Blade |
| | | 10mm blade, blunt, long curved, MIS rigid sheath |

| | | |
|---|---|---|
| | | 20 mm Bone Scalpel Blade |
| | | 20 mm Bone Scalpel Blade, Serrated |
| | | Micro Hook Shaver |
| | | 20 mm blade, blunt, long curved, MIS rigid Sheath |
| | | Irrigation Tubes Set |
| | | Irrigation System: |
| | | Pump type ___peristaltic |
| | | Pump flow rate ___ Variable up to approximately 90ml /min |
| | | Pump control ___ Flow rate control |
| | | Tubing ___ Male luer lock connection at hand piece |
| | | All item should have USFDA/Four digit CE/BIS/ISO/ISI certification |
| | | All quoted items should be of same manufacturer |

## 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF ULTRASOUND (PHYSIOTHERAPY)

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
|---|---|---|
| BID REFERENCE | : | JKMSCL/MACH/2026/35 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **ULTRASOUND (PHYSIOTHERAPY)**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/35 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **ULTRASOUND (PHYSIOTHERAPY).**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **ULTRASOUND (PHYSIOTHERAPY).**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **ULTRASOUND**<br><br>**(PHYSIOTHERAPY)**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/ 35 dated 15.07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

| | |
|---|---|
| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**ULTRASOUND (PHYSIOTHERAPY)**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **ULTRASOUND (PHYSIOTHERAPY)** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **ULTRASOUND (PHYSIOTHERAPY)** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

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9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **ULTRASOUND (PHYSIO THERAPY)** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

<table>
<tr><th>Item No</th><th>Name of Goods or Related Service</th><th colspan="3">Technical Specifications and Standards</th></tr>
<tr><td>WB35</td><td colspan="4">ULTRASOUND (PHYSIOTHERAPY)</td></tr>
<tr><td></td><td>Related Services:</td><td colspan="3"></td></tr>
<tr><td></td><td>a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods</td><td colspan="3" rowspan="4"><u>FEATURES & BENEFITS OF THE ULTRASOUND</u><br>• Saving operators time and effort with Hands-free song.<br>• Suitable for combined therapy (Simultaneous ultrasound and electro therapy)<br>• Ergonomic heads with visual accessories identification / visual patient contact indicator.<br>• Heated multi-frequency applications: 1 and 3 MHz available.<br><br>TECHNICAL SPECIFICATION ULTRASOUND.</td></tr>
<tr><td></td><td>b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods</td></tr>
<tr><td></td><td>c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods</td></tr>
<tr><td></td><td>d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract</td></tr>
<tr><td colspan="3"></td><td colspan="2"><table>
<tr><td>Display</td><td>4.3″</td><td>7.″</td></tr>
<tr><td>Knob</td><td colspan="2"></td></tr>
<tr><td>Quick, Protocols</td><td colspan="2"></td></tr>
<tr><td>Body Part Navigation</td><td colspan="2"></td></tr>
<tr><td>Patient Database</td><td colspan="2"></td></tr>
<tr><td>Number of independent channels</td><td>1</td><td>1</td></tr>
<tr><td>Number of heads simultaneously connected</td><td>2</td><td>2</td></tr>
<tr><td>Modular frequency</td><td>10-150 Hz</td><td>10-150 Hz</td></tr>
<tr><td>Duty Lactor</td><td>5-100%</td><td>5-500%</td></tr>
<tr><td>Max. Instensity in continuous mode</td><td>2 w/cm</td><td>2 w/cm</td></tr>
</table></td></tr>
</table>

| | | | | |
|---|---|---|---|---|
| | | Max.intensity in pulsed mode | 3w/cm | 3 w/cm |
| | | Dimensions | 380x190x260 mm | |
| | | Weight | Max. 3kg | |
| | | Mains supply | 100-240 V/AC, 50-60 Hz | |
| | | Standard Accessories | Ultrasound heads 5 cm, Gel 300ml , adapted manual | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF ULTRASOUND THERAPY UNIT

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
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| BID REFERENCE | : | JKMSCL/MACH/2026/36 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **ULTRASOUND THERAPY UNIT**

i. INVITATION FOR BIDS (IFB)

Date :

**E-Procurement Notice**

Loan No: IDA- 56950

IFB No.: JKMSCL/MACH/2026/36 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **ULTRASOUND THERAPY UNIT.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **ULTRASOUND THERAPY UNIT.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....**ERROR! BOOKMARK NOT DEFINED.**
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....31
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **ULTRASOUND THERAPY UNIT**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/36 dated 1 5 .07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**ULTRASOUND THERAPY UNIT**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **ULTRASOUND THERAPY UNIT** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **ULTRASOUND THERAPY UNIT** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

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9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **ULTRASOUND THERAPY UNIT** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB36* | **ULTRASOUND THERAPY UNIT** | |
| | *Related Services:* | |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | • The system should give therapeutic ultrasound with 1 and 3 MHz dual frequency ultrasound.<br>• It should have 7 inch TFT colour touch screen Display and inbuilt keyboard for easy program storage.<br>• It should be supplied with 2 probes - 1 large and 1 small size.<br>• It should be European CER FDA certified with safety class I, type BF. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

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* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF VIDEOLARYNGOSCOPE

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/37 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **VIDEOLARYNGOSCOPE**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/37 dated 15 .07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **VIDEOLARYNGOSCOPE**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **VIDEOLARYNGOSCOPE.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :.29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
|---|---|
| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **VIDEOLARYNGOSCOPE**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/37 dated 15.07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br><br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**VIDEOLARYNGOSCOPE**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **VIDEOLARYNGOSCOPE** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **VIDEOLARYNGOSCOPE** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **VIDEOLARYNGOSCOPE** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB37* | **VIDEOLARYNGOSCOPE** | |
| | *Related Services:* | |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **Videolaryngoscope:-**<br>1 Monitor Size 3 to 4.3 inch.<br>2 Camera resolution 1 to 3 megapixels.<br>3 Light source LED.<br>4 Reusable blades compatible with common sterilization method.<br>5 Rechargeable battery with working time of 240 minutes to 300 minutes.<br>6 Should be light weight.<br>7 With antifogging mechanism integrated. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF ENTERNAL NUTRITION PUMPS

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2025/38 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **ENTERNAL NUTRITION PUMPS**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2025/ dated .11.2025

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **ENTERNAL NUTRITION PUMPS.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **ENTERNAL NUTRITION PUMPS.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : .11.2025 |
| (c) | Last date for sale of bidding document | : .11.2025 upto 11.00 A.M |
| (d) | Pre-bid meeting | : .11.2025 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : .12.2025 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :.12.2025 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....68
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....69
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....88
SECTION X – CONTRACT FORMS.....96

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **ENTERNAL NUTRITION PUMPS**<br><br>Identification number of the NCB is: JKMSCL/Mach/2025/ dated .11.2025<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. .11.2025]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : .11.2025 Time<br>of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : .11.2025.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services **ENTERNAL NUTRITION PUMPS**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **ENTERNAL NUTRITION PUMPS** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **ENTERNAL NUTRITION PUMPS** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **ENTERNAL NUTRITION PUMPS** | 06 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB38* | **ENTERNAL NUTRITION PUMPS** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | 1. General Requirements<br>• The pump shall be an **electrically operated, microprocessor-controlled enteral feeding pump** designed for continuous and intermittent enteral nutrition delivery.<br>• The system should deliver liquid nutrition through **enteral feeding sets only (non-IV use)** with **anti-free-flow safety**. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | 2. Flow Rate & Feeding Modes<br>• Flow rate range: 1 to 400 mL/hr or better.<br>• Flow rate increment: 1 mL/hr.<br>• Modes supported:<br>  o Continuous feeding<br>  o Intermittent/Bolus feeding<br>  o Adjustable dose mode (where applicable)<br>• Accuracy: ±5% or better. |
| | | 3. Safety Features<br>• Anti free-flow mechanism must be provided through tubing set design.<br>• Alarms shall be available for:<br>  o Occlusion (upstream & downstream)<br>  o Empty or near-empty bag<br>  o Air-in-line<br>  o Door open<br>  o Low battery<br>  o System malfunction<br>• Automatic stop with alarm in case of feeding interruption. |
| | | 4. Display & Controls |

| | | |
|---|---|---|
| | | • Large backlit LCD or LED display showing flow rate, volume delivered, and remaining time.<br>• User-friendly interface with membrane keypad / soft keys.<br>• Must have volumetric monitoring including:<br>  o Programmable dose limits<br>  o Total volume infused (TVI) |
| | | 5. Power Supply<br>• Operates on AC mains 100–240 V, 50/60 Hz.<br>• Built-in rechargeable battery.<br>• Battery backup: minimum 6 hours at 125 mL/hr or better. |
| | | 6. Feeding Set Compatibility<br>• Pump must be compatible with dedicated enteral feeding sets (ENFit recommended).<br>• Feeding sets must include:<br>  o Anti free-flow valve<br>  o Drip chamber/appropriate sensor interface<br>  o Non-IV compatible connectors (ISO 80369-3 compliant) |
| | | 7. Portability & Design<br>• Lightweight, not more than 2 kg (approx).<br>• Pole clamp / IV pole mounting bracket must be provided.<br>• Smooth, easy-to-clean exterior suitable for clinical environments.<br>• IP rating: IPX1 minimum (or splash-resistant as applicable). |
| | | 8. Environmental Conditions<br>• Operating temperature: 10°C to 40°C.<br>• Relative humidity: 20–90% non-condensing. |
| | | 9. Compliance & Certifications<br>• Product should comply with:<br>  o ISO 13485 (Manufacturer)<br>  o IEC 60601-1 (Electrical safety)<br>  o IEC 60601-1-2 (EMC safety)<br>  o CE / US FDA approval (any one mandatory per tender requirement)<br>• Must be enteral-only feeding pump, not permitting IV infusion. |

| | | |
|---|---|---|
| | | 10. Accessories to be Supplied<br>• Power adapter/charger – 01 no.<br>• Pole clamp / mounting kit – 01 no.<br>• User manual and service manual.<br>• Starter kit of feeding sets (5–10 nos.), as specified by purchaser. |
| | | 11. Warranty & Service<br>• Warranty: Minimum 5 year (or as tender requirement).<br>• Post-warranty CMC / AMC rates to be quoted.<br>• Local service support must be available. |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any |

| | |
|---|---|
| | laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un-inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

(a) Contract No. _____dated_____

(b) Description of the plant_____

(c) Plant Nos. _____

(d) Quantity _____

(e) Rail/Roadways Receipt No. _____dated_____

(f) Name of the consignee _____

(g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF DVT PUMP

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
|---|---|---|
| BID REFERENCE | : | JKMSCL/MACH/2026/16 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF DVT PUMP

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/16 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of DVT PUMP
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of DVT PUMP**.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

| | | |
|---|---|---|
| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |

(f) Time and date of opening of bids-technical part :29.07.2026 at 11.15 A.M

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of DVT PUMP<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/16 dated 15.07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29 .07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services DVT PUMP**]** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | DVT PUMP | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | DVT PUMP | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | DVT PUMP | 10 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB16* | DVT PUMP | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **DVT Pump:-**<br>1 Single Tube Design.<br>2 Integrated Rechargeable Battery.<br>3 Automatic Garment detection with audio visual alarm<br>4 Cuff pressure 30 to 40 mmhg.<br>5 Cycle time 24 to 60 Sec. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF FIBEROPTIC BRONCHOSCOPE (ADULT)

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
|---|---|---|
| BID REFERENCE | : | JKMSCL/MACH/2026/17 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **FIBEROPTIC BRONCHOSCOPE (ADULT).**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/07 dated 15 .07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **FIBEROPTIC BRONCHOSCOPE (ADULT).**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **FIBEROPTIC BRONCHOSCOPE (ADULT).**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

| | | |
|---|---|---|
| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....66
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....67
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....86
SECTION X – CONTRACT FORMS.....94

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **FIBEROPTIC BRONCHOSCOPE (ADULT)**<br><br>Identification number of the NCB is: JKMSCL/Mach/2025/ dated .11.2025<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29 .07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid :29.07.2026<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**FIBEROPTIC BRONCHOSCOPE (ADULT)]** ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **FIBEROPTIC BRONCHOSCOPE (ADULT)** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| Prices in Rs | | | | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **FIBEROPTIC BRONCHOSCOPE (ADULT)** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

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5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **FIBEROPTIC BRONCHOSCOPE (ADULT)** | 01 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| *Item No* | *Name of Goods or Related Service* | *Technical Specifications and Standards* |
|---|---|---|
| *WB17* | **FIBEROPTIC BRONCHOSCOPE (ADULT)** | |
| | *Related Services:* | |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **Should have the following features**:<br>The flexible fiberoptic bronchoscope is used for diagnostic and therapeutic procedures in critically ill patients for difficult intubation.<br>The flexible Fiberoptic Bronchoscope should be supplied complete with light source and trolley.<br>Should have a clear High-resolution image for more detailed observation of bronchial surfaces.<br>Should have facility for pressure regulator leakage testing through inbuilt air pump of the light source.<br>Light weight, high resolution bronchoscope with light cable.<br>Should be compatible with laser and Electro-cautery.<br>Should have scope ID function.<br>Should have a waterproof connector.<br>Insertion tube outer diameter should be 6.0 mm or less<br>Angulations range should be approx. Up 180 deg &Dn 130 deg.<br>Field of view should be 120 degrees or more<br>Depth of field should be 3 to 100 mm.<br>Working length should be around 600 mm or more<br>Total length 900mm or more<br>Instrument Channel should be around 2.8 mm or more<br>Bending mechanism knob without lock. |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |

| | | |
|---|---|---|
| | | Autoclavable suction valve to avoid risk of cross contamination.<br>**Light Source:-**<br>Long life Multi LED light source (3 or more LED bulbs) with a minimum lamp life 6000 hours, & light intensity equivalent to Xenon 300 wat.<br>Backlit front panel indicators.<br>Equipped with automatic light adjustment forced air cooling, regulated air feeding pump, and fan with low noise.<br>Compatible with waterproof one-touch connector.<br>Compact & lightweight.<br>USFDA/CE or BIS Certified. |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF DEFIBRILATOR

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

| | | |
|---|---|---|
| BID REFERENCE | : | JKMSCL/MACH/2026/18 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **DEFIBRILATOR.**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/18 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **DEFIBRILATOR.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **DEFIBRILATOR.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS


PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....67
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....68
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....87
SECTION X – CONTRACT FORMS.....95

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **DEFIBRILATOR**<br><br>Identification number of the NCB is: JKMSCL/Mach/2025/ dated .11.2025<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

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| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**DEFIBRILATOR**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **DEFIBRILATOR** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **DEFIBRILATOR** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **DEFIBRILATOR** | 02 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications***. *The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
|---|---|---|
| *WB18* | **DEFIBRILATOR** | |
| | *Related Services:* | 1. Defibrillator should have minimum 7 inch TFT LCD display with minimum 3 Waveforms<br>2. It should have Integrated paddle for both adult and paediatric patients.<br>3. Defib should have four modes Manual defibrillation mode, Monitor Mode, Pacing Mode, AED Mode of operation<br>4. Charging time to 200J should not be more than 7 seconds with fully charged battery<br>5. Defib should have 3/5 Lead ECG Monitoring with leads of detection<br>6. Pace pulses should be delivered through multifunction pads that are applied to the patient's bare chest. Machine should deliver pace pulses in either demand mode or fixed mode<br>7. The Li-ion battery should support<br>• 5 Hours operating time<br>• A minimum of 200 shocks at 200 J<br>8. It should not be more than 5.5 kg weight<br>9. System should be European CE certified<br>10. System should have audio visual Alarm configurable depending for Low, Medium and High Priorities<br>11. Shock analysis time should be less than 10s in AED mode<br>12. Defib should be able to detect VF at an amp 0.2mV in AED mode<br>13. System should be upgradable to SPo2 anytime in future |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF AIR MATTRESS

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/19 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **AIR MATTRESS**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/19 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **AIR MATTRESS**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **AIR MATTRESS**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....67
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....68
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....87
SECTION X – CONTRACT FORMS.....95

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
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| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **AIR MATTRESS**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/19 dated 1 5 .07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

| | |
|---|---|
| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29.07.2026<br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

| | |
|---|---|
| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**AIR MATTRESS**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **AIR MATTRESS** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **AIR MATTRESS** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

---

[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

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9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **AIR MATTRESS** | 08 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| *Item No* | *Name of Goods or Related Service* | *Technical Specifications and Standards* |
|---|---|---|
| *WB19* | **AIR MATTRESS** | |
| | *Related Services:* | **1.** AIR MATTRESS (ANTI-DECUBITUS SYSTEM)<br>**1. TYPE**<br>• **Alternating pressure air mattress system** consisting of:<br>  o **Air mattress (bubble or tubular type)**<br>  o **Electric air pump/compressor**<br><br>**2. MATTRESS (AIR BED) SPECIFICATIONS**<br>• Material: **Medical-grade PVC / Nylon PU-coated**, non-toxic, fire-retardant.<br>• Mattress thickness when inflated:<br>  o Bubble type: **6–8 cm** OR<br>  o Tubular type: **10–12 cm**<br>• Load-bearing capacity: **Minimum 120–150 kg**.<br>• Mattress must support **alternating pressure cycles** to prevent bed sores.<br>• Should include **repair patch kit**.<br>• Design must allow **easy cleaning and disinfection**.<br><br>**3. PUMP / COMPRESSOR UNIT**<br>• Power supply: **AC 220–240 V**, 50 Hz.<br>• Power consumption: ≤ **10 W to 15 W** (energy-efficient).<br>• Air output: **5–7 liters/min** or better.<br>• Pressure range: **70–130 mmHg** (adjustable).<br>• Noise level: ≤ **40 dB** (quiet operation).<br>• Must provide **alternating pressure cycle** every **6–10 minutes**.<br>• Pump should have **adjustable pressure knob** and **LED indicators**.<br>• Overheat protection preferred. |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | |

| | | |
|---|---|---|
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | **4. SAFETY & QUALITY**<br>• Mattress must be **latex-free**.<br>• Should have safety standards compliance such as:<br>  ○ **CE certification**<br>  ○ Manufacturer ISO **9001/13485**<br>• All edges must be sealed properly to avoid leakage.<br>• Non-slip design preferred.<br>**5. DIMENSIONS**<br>• Standard size (approx.): **200 cm × 90 cm × 6–12 cm** (based on type).<br>• Compatible with standard hospital beds.<br>**6. ACCESSORIES**<br>• Repair kit – **01 set**<br>• User instruction manual<br>• Hooks/straps for bed attachment<br>**7. WARRANTY**<br>• Minimum **2-year warranty** on pump and mattress. |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Tele**: 0194-2432008 **email:**jkmsclj@gmail.com; mdjkmscl2@gmail.com
**website**: www.jkmsclbuisness.com


## NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF VENTILATOR HIGH END

**(Two-Envelope Bidding Process with e-Procurement)**

**E. Procurement Notice**

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| BID REFERENCE | : | JKMSCL/MACH/2026/20 |
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 15.07.2026 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 29.07.2026 |
| LAST DATE AND TIME FOR SUBMISSION OF BIDS | : | 29.07.2026 upto 11.00 A.M |
| * TIME AND DATE OF OPENING OF BIDS– Technical Part | : | 29.07.2026 at 11.15 A.M |
| OFFICER INVITING BIDS | : | MANAGING DIRECTOR JKMSCL |

** Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

# SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE

SUPPLY OF **VENTILATOR HIGH END**

i. INVITATION FOR BIDS (IFB)

Date :
Loan No: IDA- 56950

**E-Procurement Notice**

IFB No.: JKMSCL/MACH/2026/20 dated 15.07.2026

1. The Government of India has received financing from the World Bank towards the cost of Jhelum and Tawi Flood Recovery Project and it is intended that part of the proceeds will be applied to eligible payments under the contract[1] for the procurement of **VENTILATOR HIGH END.**
2. The Jammu & Kashmir Medical Supplies Corporation Limited (Purchaser) now invites online bids from eligible bidders for supply of **VENTILATOR HIGH END.**
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.

4. Bidding documents are available online on www.jktenders.gov.in (website) for a non-refundable fee as indicated below, in the form of Demand Draft/Cashier's cheque/Certified cheque on any Scheduled/Nationalized bank payable at Jammu & Kashmir Supplies Corporation Ltd. in favour of F.A/Chief Accounts Officer, JKMCL (Demand Draft to be submitted subsequently as per the procedure described in paragraph 7 below). Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

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| (a) | Price of bidding document | : INR 5000 |
| (b) | Date of commencement of sale of bidding document | : 15.07.2026 |
| (c) | Last date for sale of bidding document | : 29.07.2026 upto 11.00 A.M |
| (d) | Pre-bid meeting | : 18.07.2026 at 11.00 A.M (*Google meet link shall be uploaded on website of JKMSCL)* |
| (e) | Last date and time for submission of bids | : 29.07.2026 upto 11.00 A.M |
| (f) | Time and date of opening of bids-technical part | :29.07.2026 at 11.15 A.M |

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC before the bid submission deadline. The mode of payment shall be in the form of DD drawn in favour of FA/Chief Accounts Officer on any scheduled Bank payable at Jammu & Kashmir Supplies Corporation Limited. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website (www.jktenders.gov.in).

6. Bids security of the amount specified in the bidding document, drawn in favour of Jammu & Kashmir Supplies Corporation Limited must be submitted as per the procedure described in paragraph 7 below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on www.jktenders.gov.in (website) on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered);(b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with the General Manager (Tendering), Jammu & Kashmir Medical Supplies Corporation Limited before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
City: Jammu/Srinagar
Country: INDIA
Telephone: +91-0191-2478842
Electronic mail address: mdjkmscl2@gmail.com
Web Page: www.jkmscl.nic.in

# TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES .....6
SECTION I - INSTRUCTIONS TO BIDDERS [ITB].....7
SECTION II - BIDDING DATA SHEET .....30
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....35
SECTION IV – BIDDING FORMS .....37
SECTION V. – ELIGIBLE COUNTRIES.....53
SECTION VI . BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES.....54
PART 2 - SUPPLY REQUIREMENTS .....57
SECTION VII – SCHEDULE OF REQUIREMENTS .....58
PART 3 – CONTRACT.....67
SECTION VIII – GENERAL CONDITIONS OF CONTRACT .....68
SECTION IX. SPECIAL CONDITIONS OF CONTRACT.....87
SECTION X – CONTRACT FORMS.....95

# PART 1 – BIDDING PROCEDURES

# SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

# Section I. Instructions to [Bidders]

## A. General

**1. Scope of Bid**

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

**2. Source of Funds**

2.1 The Government of India (hereinafter called "Borrower") specified in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall

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| | cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. |
| **4. Eligible Bidders** | 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.<br><br>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:<br><br>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or<br>b. receives or has received any direct or indirect subsidy from another Bidder; or<br>c. has the same legal representative as another Bidder; or<br>d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or<br>e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or<br>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or<br>g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or<br>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or<br>i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the |

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| | contract.<br><br>4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.<br><br>4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.<br><br>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.<br><br>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.<br><br>4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided |

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| | that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.<br><br>4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |
| **5. Eligible Goods and Related Services** | 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.<br><br>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.<br><br>5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| | **B. Contents of Bidding Document** |
| **6. Sections of Bidding Documents** | 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.<br><br>**PART 1 Bidding Procedures**<br><br>• Section I. Instructions to Bidders (ITB)<br>• Section II. Bidding Data Sheet (BDS)<br>• Section III. Evaluation and Qualification Criteria<br>• Section IV. Bidding Forms<br>• Section V. Eligible Countries<br>• Section VI Bank Policy-Corrupt and Fraudulent Practices. |
| | **PART 2 Supply Requirements** |

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| | • Section VII. Schedule of Requirements<br><br>**PART 3 Contract**<br><br>• Section VIII. General Conditions of Contract (GCC)<br><br>• Section IX. Special Conditions of Contract (SCC)<br><br>• Section X. Contract Forms |
| | 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.<br><br>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.<br><br>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| **7. Clarification of Bidding Documents** | 7.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online**.** Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response ofthe Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. |
| **8. Amendment of Bidding Documents** | 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.<br><br>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to |

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| | all the bidders.<br><br>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2 |
| | **C. Preparation of Bids** |
| **9. Cost of Bidding** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| **10. Language of Bid** | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents Comprising the Bid** | 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.<br><br>11.2 The Technical Part shall contain the following:<br><br>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;<br><br>(b) Bid Security, in accordance with ITB Clause 19.1, if required;<br><br>(c) Alternative bids Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;<br><br>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;<br><br>(e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;<br><br>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;<br><br>(g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;<br><br>(h) documentary evidence in accordance with ITB Clauses 16, |

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| | that the Goods and Related Services conform to the Bidding Documents;<br>(i) Manufacturer's authorization form; and<br>(j) any other document required in the BDS.<br>11.3 The **Financial Part** shall contain the following:<br>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;<br>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;<br>(c) Alternative Bid – Financial Part, if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and<br>(d) any other document required in the BDS.<br>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.<br>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| **12. Process of Bid Submission** | 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.<br>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.<br>12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted. |

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| **13.** | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| **14. Bid Prices and Discounts** | 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.<br><br>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.<br><br>14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.<br><br>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.<br><br>14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.<br><br>14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.<br><br>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.<br><br>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:<br><br>(a) **For Goods**: |

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| | (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off- the-shelf, as applicable), including GST as applicable payable on the finished Goods;<br><br>(ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and<br><br>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.<br><br>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:<br><br>(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).<br><br>14.9 **Deemed Export Benefits**<br><br>Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.<br><br>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.<br><br>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection. |
| **15. Currencies of Bid & Payment** | 15.1The Bidder shall quote the Price in Indian Rupees only. |

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| **16 Documents Establishing the Eligibility and conformity of the Goods and Related Services** | 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| | 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.<br><br>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.<br><br>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.<br><br>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements. |
| **17 Documents Establishing the Eligibility &Qualifications of the Bidder** | 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,, included in Section IV, Bidding Forms.<br><br>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:<br><br>(a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and |

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| | Qualification;<br><br>(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;<br><br>(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.<br><br>(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
| **18 Period of Validity of Bids** | 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.<br><br>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid except as provided in ITB Sub-Clause 18.3.<br><br>18.3 If the award is delayed by a period exceeding fifty six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:<br><br>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.<br><br>(b) In the case of adjustable price contracts, no adjustment shall |

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| | be made.<br><br>(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above. |
| **19 Bid Security** | **19.1** The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS**.**<br><br>19.2 Not used.<br><br>19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:<br><br>(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;<br><br>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;<br><br>(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;<br><br>(d) be submitted in its original form; copies will not be accepted;<br><br>(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.<br><br>19.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.<br><br>19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.<br><br>19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.<br><br>19.6 The Bid Security may be forfeited: |

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| | (a) if a Bidder<br><br>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;<br>or<br><br>(ii) does not accept the correction of errors in pursuant to ITB35,<br><br>or<br><br>(b) if the successful Bidder fails to:<br><br>(i) sign the Contract in accordance with ITB Clause 43;<br>or<br>(ii) furnish a Performance Security in accordance with ITB Clause 44.<br><br>19.7 Not used.<br><br>19.8 If a bid security is not required in the BDS**,** and<br><br>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or<br><br>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;<br><br>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS. |
| **20 Format and Signing of Bid** | 20.1 The Bidder shall prepare the Bid as per details given in ITB 21.<br><br>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.<br><br>20.3 Not used.<br><br>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal. |
| | **D. Online Submission of Bids** |
| **21 Preparation of Bids** | 21.1Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are |

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| | given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.<br><br>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.<br><br>21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.<br><br>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| **22 Deadline for Submission of Bids** | 22.1 Bids must be uploaded online no later than the date and time specified in the BDS.<br><br>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23 Late Bids** | 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time. |
| **24 Withdrawal, Substitution, and Modification of Bids** | 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not |

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| | required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).<br><br>24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.<br><br>24.5 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part)or any extension thereof. |
| | **E. Public Opening of Technical Parts of Bids** |
| **25 Public Opening of Technical Parts of Bids** | 25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation. |
| | **E. Evaluation of Bids – General Provisions** |
| **26 Confidentiality** | 26.1Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not |

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| | officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.<br><br>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.<br><br>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. |
| **27 Clarification of Bids** | 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.<br><br>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected. |
| **28 Deviations, Reservations, Omissions** | During the evaluation of bids, the following definitions apply:<br><br>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;<br><br>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and<br><br>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |
| **29 Non conformities, Errors and Omissions** | 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.<br><br>29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related |

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| | to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.<br><br>29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS. |
| | **G. Evaluation of Technical Parts of Bids** |
| **30 Evaluation of Technical Parts** | 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. |
| **31 Determination of Responsiveness** | 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.<br><br>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:<br><br>(a) If accepted, would<br><br>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or<br><br>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or<br><br>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.<br><br>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.<br><br>31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.<br><br>31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those |

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| | concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.<br><br>31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| **32 Qualification of the Bidders** | 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.<br><br>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.<br><br>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.<br><br>32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening |
| | **H. Public Opening of Financial Parts of Bids** |
| **33 Public Opening of Financial Parts** | 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:<br><br>(a) their Technical Part of Bid failed to meet the requirements of the bidding document; |

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| | (b) their Financial Part of the Bid shall not be opened; and<br><br>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.<br><br>33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:<br><br>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;<br><br>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;<br><br>(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.<br><br>33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.<br><br>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.<br><br>33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. |
| | **I. Evaluation of Financial Parts of Bids** |
| **34 Evaluation of Financial Parts** | 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |

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| | (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;<br><br>(b) Not used;<br><br>(c) price adjustment due to discounts offered in accordance with ITB 14.4;<br><br>(d) Not used;<br><br>(e) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 29.3;<br><br>(f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.<br><br>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.<br><br>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.<br><br>34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.<br><br>34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f). |
| **35 Correction of Arithmetical Errors** | 35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| **36 Conversion** | 36.1 Not applicable. |

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| | **to Single Currency** | |
| **37** | **Margin of Domestic Preference** | 37.1 Not applicable. |
| **38** | **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| **39** | **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| | | **J. Award of Contract** |
| **40** | **Award Criteria** | 40.1 Subject to ITB 39.1,the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| **41** | **Purchaser's Right to Vary Quantities at Time of Award** | 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| **42** | **Notification of Award**<br><br>**Publication of Award** | 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").<br><br>42.2 At the same time the Purchase shall publish in a National website (CPPP/GOI website as well as in http://jktenders.gov.in with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and<br>(v) name of the successful Bidder, and the price it offered, as |

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| | well as the duration and summary scope of the contract awarded. |
| **Recourse to Unsuccessful Bidders** | 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.<br><br>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.<br><br>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| **43 Signing of Contract** | 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.<br><br>43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| **44 Performance Security** | 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |

# SECTION II - BIDDING DATA [SHEET]

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General |
|---|---|
| **ITB 1.1** | The Purchaser is : Managing Director,<br>Jammu & Kashmir Medical Supplies Corporation Limited, J&K |
| **ITB 1.1** | The name and description of the NCB is : Procurement of **VENTILATOR HIGH END**<br><br>Identification number of the NCB is: JKMSCL/Mach/2026/20 dated15.07.2026<br><br>Number of Lots comprising this NCB is : Single/One Lot |
| **ITB 1.2(a)** | The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process. |
| **ITB 2.1** | The Borrower is Government of India<br><br>Loan or Financing Agreement Amount: (250 *Million US $)* |
| **ITB 2.1** | The name of the Project is: Jhelum and Tawi Flood Recovery Project. |
| **ITB 4.4** | A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr |

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| | **B. Contents of Bidding Documents** |
| **ITB 7.1** | **Electronic –Procurement System**<br>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: www.jktenders.gov.in |
| **ITB 8.1** | The addendum will appear on the e-procurement system on e-portal www.jktenders.gov.in |
| | **C. Preparation of Bids** |
| **ITB 11.2(j)** | The Bidder shall submit the following additional documents in its bid – technical part : |
| | Certification of incorporation of the bidder and manufacturer |
| | Self attested photocopy of IEC certificate of the Importer |
| | Copy of GST Registration of the Bidder with Latest GST Returns of the Bidder |
| | **Authorization from principal manufacturer/Importer**<br>(On the letterhead of Principal manufacturer / Sole Importer)<br>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted. |
| | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24). The turnover of 2024-25 is accepted only, if supported by audited balance sheets.<br>***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer*** |
| | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Bidder. |
| | Client Base in India on Letter Head of the Bidder with references of the supply orders for the last three years. |
| | Copy of GST Registration of the Bidder. |
| | Copy of catalogue of the quoted product (self attested) |
| | Compliance Sheet for each equipment (self attested) |
| | The following details shall also be provided by Indian Bidders<br>a. Name, address, PAN and Income Tax details [ward/circle where they are being assessed] of the Directors of the Bidding Company<br>b. Company's PAN and Income Tax details and ward/circle where it is being assessed,<br>c. Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate<br><br>**The bidders from outside India** may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable] |
| **ITB 11.3 (d)** | The Bidder shall upload its bid on the e-portal only. No physical submission is allowed. |
| **ITB 12** | **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the |

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| | forms that are available for online filling on the e-portal. |
| **ITB 12.3** | For submission of original documents, the Purchaser's address is:<br><br>MANAGING DIRECTOR<br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com Web<br>Page: www.jkmscl.nic.in<br>Country: INDIA |
| **ITB 13.1** | Alternative Bids *"shall not be"* considered. |
| **ITB 14.5** | The prices quoted by the Bidder *"shall not"* be subject to adjustment during the performance of the Contract. |
| **ITB 14**.7 | The Incoterms edition is Incoterms 2020. |
| **ITB 14.8 (a) (iii)** | "Final destination (Project Site)" is Regional Drug Ware House Nagrota, JKMSCL Jammu as per delivery schedule.<br>(General Manager, Procurement & Supplies) Jammu and Kashmir Medical Supplies Corporation Limited |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[10 years]* |
| **ITB 17.2 (b) (i)** | Manufacturer's authorization is: required as per proforma in Section IV. |
| **ITB 17.2 (b) iii** | After Sales service is "required" which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder. |
| **ITB 18.1** | The bid validity period shall be 120 days. |
| **ITB 19.1** | The amount of bids security shall be : Rupees One Lakhs.<br>Bid Security is required to be submitted in the shape of CDR/ FDR/ un-conditional Bank Guarantee [BG] in accordance with the forms included in the bidding documents, in favour of FA/ Chief Accounts Officer JKMSCL drawn on any of the Scheduled / Nationalized bank payable at Jammu / Srinagar by or before the last date of bid submission. |

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| **ITB 19.9** | If the Bidder incurs any of the actions prescribed in subparagraph 19.1 of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years. |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**<br><br>a) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL**.** |
| | **D. Online Submission and Opening of Bids** |
| **ITB 21.1** | Class of DSC required is class II |
| **ITB 22.1** | The deadline for uploading of bids is:<br>Date: *[. 29.07.2026]*<br>Time: *[11.00 a.m. ]* |
| **ITB 24.1** | Re-submission of the bid is ***"not allowed"***. |
| | **E. Public Opening of Technical Parts of Bids** |
| **ITB 25.1** | The online opening of the Technical Parts of Bids shall take place at:<br><br>JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br><br>Date of opening of e-bid : 29 07.2026<br><br>Time of opening of e-bid : 11.15 A.M |
| | **F. Evaluation of Bids – General Provisions** |
| **ITB 29.3** | The lowest evaluated bidder shall have the necessary qualifications to successfully fulfill its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined. |
| | **H. Public Opening of Financial Parts of Bids** |
| **ITB 33.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.<br><br>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: |

| | |
|---|---|
| | JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.<br>(Public Sector Undertaking of the Government of Jammu and Kashmir)<br>Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>Country: INDIA<br>Date of opening of e-bid : 29.07.2026.<br>Time of opening of e-bid : 11.15 A.M |

# Section III. Evaluation and Qualification Criteria Qualification Criteria

# TECHNICAL PART

### 1. Qualification (ITB 32)

### 1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

A. If the Bidder is a manufacturer:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

*Average Annual Turnover Statement of Rs. 5.0 crores for Last 3 financial Years of the Principal Manufacturer / Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority supported by Balance Sheets.*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

i. *Three years Market Standing of the product and performance certificate from end user for past atleast 03 years.*

*ii.* The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.*

*iii.* The Bidder must furnish details of supplies made by him in the last three years in proforma attached.

B. If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least one contracts of similar nature related to machinery & equipments in the past three years.

# FINANCIAL PART

**2. Margin of Preference (ITB 37) – Not Applicable**

**3. Evaluation (ITB 30, 31, and 34)**

**3.1.Evaluation Criteria (ITB 34.5)**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5**,** using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within 60 days from the issuance of supply order (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.5, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of requirements.*

(b) Deviation in payment schedule.

No Deviation in payment terms allowed.

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation (namely, five years or the period specified in the BDS Sub-Clause 16.4 as appropriate, is in the List of Goods). An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment shall be five years after the expiry of warranty period.

(e) Specific additional criteria

The evaluation shall be done strictly as per the qualification criteria, besides the evaluation is done as per the technical specifications of the equipment. No deviation to the technical specification is required.

**3.2. Multiple Contracts : Not applicable.**

# SECTION IV – BIDDING FORMS

# 1A. LETTER OF BID– TECHNICAL PART

*(The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address).*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited J&K

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda];*

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [**VENTILATOR HIGH END**] ***;***

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[2]

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and

(m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _ **[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 1B. LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of IFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: The Managing Director
Jammu & Kashmir Medical Supplies Corporation Limited

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [as per Financial Bid uploaded on e-Procurement portal in BOQ provided in the Portal] ;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[*Specify in detail each discount offered.*]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[***Specify in detail the method that shall be used to apply the discounts]*;*Discounts.***

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|---|---|---|
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate "none.")

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[*insert complete name of person signing the Bid*]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[*insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid **[*insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed _**[*insert date of signing*]** day of **[*insert month*]**, **[*insert year*]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

# 2. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]
NCB No.: *[insert number of bidding process]*

Page _____ of_____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 4. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 5. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 6. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.<br>☐ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.<br>☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

# 3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs

Date:_____
NCB No: _____
Alternative No: _____
Page No _____ of _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|
| Line Item No | Description of Goods | Country of Origin | Delivery Date | Quantity and physical unit | Unit price EXW [including GST as applicable] | Total EXW price per line item [including GST as applicable] (Col. 5×6) | Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii)) | Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item (Col. 7+8+9) |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | | *[insert EXW unit priceincluding GST as applicable]* | *[insert total EXW price including GST as applicable, per line item]* | *[insert the corresponding price per line item]* | *[insert any other taxes if payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | **VENTILATOR HIGH END** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price Rs | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

*Note: (a) The bidder shall give list of spares for 2 years operation (or as required for the period specified in the evaluation criteria) separately indicating description, quantity, unit price and total price in the above format, - (for those items whose scope of supply includes spare parts as per technical specification).*

# 4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Prices in Rs | | Date:_____<br>NCB No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6) |
| *[insert number of the Service ]* | ***[insert name of Services after modifying as appropriate deleting inapplicable items from the following]*** | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | **VENTILATOR HIGH END** | *[insert unit price per item]* | *[insert total price per item]* |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price Rs | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

# 5. Forms of Bid Security

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*[1] (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No…….*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____*[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____[2] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

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[1] *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ……., and …….".*

[2] *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____[3] days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

[3] *45 days after the end of the validity period of the Bid.*

# 6. MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists]*.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*
Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

# 7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION[4]

## (Name of the Project)

Bid No. ……
Description of item to be supplied ……
.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

**(Bidder's Name and Address):**

**To**
**(Name of Purchaser)**

…….

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

   (i) Ex-factory price per unit on which the tax/dutyis payable: *Rs. _____

   (ii) No of Units to be supplied: _____ _____

   (iii) Total cost on which the tax/dutyis payable (Rs.) _____

   (*The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force*)

   (Signature)_____
   (Printed Name) _____
   (Designation) _____
   (Common Seal) _____

[4] This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

** Please attach details item-wise with cost,if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

# 8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

| Order placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee) |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Signature and seal of the Bidder _____
_____

# SECTION V. – ELIGIBLE COUNTRIES

## Public Information Center

### Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

# SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[5] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[6];

ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[7]

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[8]

---

5 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

6 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[9]

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[10] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[11];

---

9 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

10 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

11 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# PART 2 - SUPPLY REQUIREMENTS

# SECTION VII – SCHEDULE OF REQUIREMENTS

# 1. LIST OF GOODS AND DELIVERY SCHEDULE

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | | Bid Security in Indian Rupees[12] |
| | | | | | | | | |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | | |
| 01 | **VENTILATOR HIGH END** | 07 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

***[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]***

[12] Bid security listed here must be the same as provided under ITB/BDS 19.1.

# 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

| Service | Description of Service | Quantity[1] | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|---|---|---|---|---|---|
| ***[insert Service No]*** | ***[insert description of Related Services]***<br>*[Insert after modifying as appropriate deleting inapplicable items from the following:]* | ***[insert quantity of items to be supplied]*** | ***[insert physical unit for the items]*** | ***[insert name of the Place]*** | ***[insert required Completion Date(s)]*** |
| | *Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | | | | |
| | *Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | | | | |
| | *Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | | | | |
| | *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | | | | |
| | *Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | | |

1. If applicable

***[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]***

# 3. TECHNICAL SPECIFICATIONS

***Fully descriptive Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

| *Item No* | *Name of Goods or Related Service* | *Technical Specifications and Standards* |
|---|---|---|
| *WB20* | **VENTILATOR HIGH END** | |
| | *Related Services:* | Technical Specification |
| | *a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods* | **High End ICU Ventilator Adult/Paediatric/Neonatal** |
| | | 1. Must be microprocessor / Computer-controlled ventilator or latest technology. |
| | | 2. Should be usable for Adult, Paediatric, Neonates and preterm |
| | *b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods* | 3. Should work on electrical sources: External Ac and in-built battery backup for minimum of 60 -90 minutes. |
| | *c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods* | 4. The ventilator should run on centralized air supply line and should have standalone compressor with auto change over facility in case of piped air supply fails and vice versa as air supply line resume compressor should be same make as of ventilator. |
| | | 5. The Ventilator must run on both the air compressor unit (if available) and / or on central pipeline air supply (60psig.). |
| | *d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract* | 6. Must have TFT touch screen of 12 inches or more, showing all the set ventilator and patient parameters, scalars, loops, mechanics etc. on clear displays. The colour touch screen should have the facility for tilt & rotate for better viewing. |
| | | 7. Should have external interface with RS232 serial port |
| | | 8. OXYGEN SUPPLY: Must have in-built O2 blender with sensor with display for set and delivered O2 concentration. |
| | | 9. Should provide O2 enrichment @40 to 60 psi O2 supply source with alarms for low or high pressure supply. |
| | | 10. Should have provision to work on both pipeline O2 or air supply and high pressure O2 cylinder -based supply. |
| | | MODES OF VENTILATION: |
| | | 11. Should have Assist. Control and SIMV modes, in both pressure and volume modes. |
| | | 12. Should have provision of Non-invasive ventilation with leak compensation at all user set pressure values and NIV in pressure modes. |

| | | | | |
|---|---|---|---|---|
| | | | 13. Should have additional modes such as pressure Regulated Volume Control (PRVC), APRV, Volume Support, Bi – level with PS & any other advance modes specific to manufacturer. Beside basic / common modes, should have advanced mode of ventilator (BIPAP / Bi-vent with pressure support, APRV, PRVC and Biphasic ventilation) .Hybrid modes such as Automode/ASV/MMV. | |
| | | | 14. Must have provision for all the following: | |
| | | | a) Automatic Tube/Circuit Compensation | |
| | | | b) CPAP (0-50 cm H2O). | |
| | | | c) Back-up Apnea ventilation. | |
| | | | d) 100% oxygen for a period of two minutes before disconnection for suctioning or other procedures. | |
| | | | SETTING OF VENTILATOR: | |
| | | | e) Should have the at least the following range of settings | |
| | | | a) Should be able to be programmable for Adult, Paediatric & Neonatal separately on switching on the equipment. | |
| | | | b) Setting of modes should be user friendly and have volume based and pressure-based modes separately, along with provision for non invasive ventilation in pressure modes. | |
| | | | c) Settings should be user friendly-com wheel or touch screen based. | |
| | | | d) Tidal volume from 2-2000 ml (in volume control mode) | |
| | | | e) Respiratory rate- up to 120 bpm. | |
| | | | f) PEEP – 0 to 50 cmH2O | |
| | | | g) FiO2 – 21 to 100% | |
| | | | g) Pressure support – 0 to 100 cm H2O. Rise time 0-2 secs in fraction of 0.1 sec or in %. | |
| | | | j) Inspiration time 0.1 to 10 secs. | |
| | | | k) Apnea time interval setting from backup ventilation when in spontaneous mode. | |
| | | | l) Flow 2 to 150 L/min or more. | |
| | | | m) I:E ratio – 4:1 – 1:9. | |
| | | | DISPLAYS: | |
| | | | 15. Must monitor / displays the following set and delivered parameters of ventilator settings: | |
| | | | i. Tidal volume – Inspiratory and expiratory. | |
| | | | ii. Minute volume – Inspiratory and expiratory. | |
| | | | iii. Peak, mean and plateau pressure. | |
| | | | iv. PEEP. | |
| | | | v. I:E ratio | |
| | | | vi. Inspiratory time | |
| | | | vii. Rate total and spontaneous | |
| | | | viii. Compliance, static & dynamic | |
| | | | ix. Resistance | |

| | | | | |
|---|---|---|---|---|
| | | | x. FiO2 set and delivered | |
| | | | xi. Must display electrical power source (internal / external) and battery level. | |
| | | | xii. At least 3-4 user selected scalar graphic (flow, pressure and volume over time) should be displayed simultaneously on the screen with set and delivered parameter mentioned above. Should at least display 2 loops and facility of superimposing and saving of reference loop available. Should display 3-4 waveforms and 3 loops simultaneously on screen | |
| | | | xiii. Must have features of expiratory and Inspiratory and Inspiratory hold, occlusion pressure & Vital capacity measurement / WOB. ETCO2 monitoring should be optional. | |
| | | | xiv. Should be able to measure and displays PEEPi. | |
| | | | 16. Must provide at least 72 hours trending and browsing of monitored parameters. It should have facility to store 40 screenshots and 40 recordings each of 30 s and export via USB | |
| | | | ALARMS: | |
| | | | 17. Must provide for user adjustable alarms for the following with built in default setting | |
| | | | i. Respiratory (high and low) | |
| | | | ii. Minute volume (high and low) | |
| | | | iii. Pressure (high and low) | |
| | | | iv. FiO2 (high and low) | |
| | | | v. Apnea | |
| | | | vi. Gas supply failure | |
| | | | 18. Must also have warning alarms of both auditory and visual for the following. | |
| | | | i. Low O2 pressure. | |
| | | | ii. Patient disconnects. | |
| | | | iii. Check sensor on malfunction for flow and O2 sensor. | |
| | | | iv. Low battery. | |
| | | | v. AC disconnects. | |
| | | | 19. Should have provision for record of alarm for at least 72 hours or logbook of 2000 events. | |
| | | | 20. Must have audible alarms of different tones graded for high priority, immediate priority tones with display of the nature of warning being highlighted on the display. It should display the troubleshooting of current alarm on-screen. | |
| | | | 21. Alarms of importance like disconnection circuit leak or mechanical failure should be activated within 20 secs & should be loud and well audible. | |
| | | | 22. Should have facility to silence alarms for a period of 2 minutes. | |
| | | | 23. MISCELLANEOUS: | |

| | | | | |
|---|---|---|---|---|
| | | | 24. Should have facility to measure inflection point during alveolar recruitment through pressure- volume loop/ Open Lung Tool. | |
| | | | 25. Should not involve frequent change of expiratory valve / cassette, O2 sensor. The same should be covered under warranty. | |
| | | | i. Should provide autoclavable expiratory cassette/ expiratory valves – 2 nos/ ventilator | |
| | | | Flow sensor – If required, disposable flow sensors (based on hot wire anemometry, differential pressure or any other technology) 100 nos/ventilator | |
| | | | Or reusable flow sensors (based on hot wire anemometry, differential pressure or any other technology) – 20 nos/ ventilator and covered under warranty. | |
| | | | ii. O2 sensor to be covered under warranty and CAMC or paramagnetic under CAMC. | |
| | | | 26. Should be provided with all accessories. | |
| | | | i. 02 Nos. each sets of disposable masks for non-invasive ventilation (S,M,L) | |
| | | | ii. 20 Nos. HME filters with disposable circuits. | |
| | | | iii. 02 Nos. each autoclavable circuits of adults and paediatrics compatible with humidifiers. | |
| | | | iv. Test lung with each unit. | |
| | | | v. Air (2 nos) and O2 (2 no.) high pressure hoses | |
| | | | 27. Should be compatible with standard disposable ventilator tubing's with separate inspiratory and expiratory limbs connected with Y-connectors, with or without water, traps and non-invasive ventilation masks available in market. Should be supported with performance and live demonstration is mandatory. | |
| | | | 28. Ventilator should be able to accept and work on all commonly used reputed brands of disposable ventilator tubing's humidifier assembles disposable or reusable parts. Rates of Ventilator Circuits should be fixed for a minimum of 2 (Two) Years. | |
| | | | 29. The ventilator should have integrated/in-built nebulizer vibrating mess technology which is independent of flow. Should be Autoclavable and produce 3-micron size drug particle size. | |
| | | | 30. The ventilator should be supplied with USFDA and European CE (with four digital modified body) approved or USFDA and CDSCO or USFDA and BIS Certified servo-controlled humidifier MR 950 along with its accessories. | |
| | | | 31. Reusable chambers: 02 Nos. | |

| | | | | |
|---|---|---|---|---|
| | | | 32. Both Ventilator and Compressor should be USFDA and European CE (with four digital modified body) approved or USFDA and CDSCO or USFDA and BIS certified. | |
| | | | 33. It should have advanced adaptive closed loop ventilation with continuous automated protocol implementing ability for improved patient ventilator interaction to improve weaning. It should be supported by Clinical reference and performance. Should have either of the following automated protocol for automatic weaning of patient along consumables for atleast 5 nos of patients and prices should be quoted separately valid for min 2 years. | |
| | | | Should adjust the pressure support to the lowest possible limited based on the breath-to-breath analysis of the respiratory rate, tidal volume and ETCO2 or compliance in a particular patient | |
| | | | OR | |
| | | | Should optimize oxygenation automatically to adjust Fi02 and PEEP to achieve a target SPO2 and the ventilation setting should adjust MV,VT and RR automatically to achieve a target ETCO2 | |
| | | | OR | |
| | | | Should be able to assist ventilation on breath-to-breath basis according to electrically activity generated by the diaphragm. | |
| | | | Mandatory: Physical Demonstration before the Technical Experts | |
| | *e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods* | | | |

# 4. DRAWINGS

"No Drawing Required"

# 5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

| Clause No. | Description |
|---|---|
| **5.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| 5.2 | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |
| 5.3 | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| 5.4 | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| 5.5 | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. |
| 5.6 | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |

# PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER

# SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____dated_____

   (b) Description of the plant_____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____dated_____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

| S. No. | Description | Amount to be recovered |
|---|---|---|

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

---

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

# PART 3 – CONTRACT

# SECTION VIII – GENERAL CONDITIONS OF CONTRACT

# Section VIII. General Conditions of Contract

**1. Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

**2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt &Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**6. Deleted**

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

**14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

**16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

**17. Taxes and Duties**

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by

the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

**25. Transportation & Incidental Services**

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.3 Prices for incidental services, if any should be included in the Contract Price for the Goods, and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the

Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for sixty (60) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser, and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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# APPENDIX TO GENERAL CONDITIONS
# Bank's Policy- Corrupt and Fraudulent Practices

***(text in this Appendix shall not be modified)***

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[13] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[14];

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[15]

(iv)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[16]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[17]

(v) "obstructive practice" is:

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13 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

14 For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

15 For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

16 For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

17 For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[18] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[19];

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, nd other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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18 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

19 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

# SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.
*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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| **GCC 1.1(j)** | The Purchaser is: Managing Director<br>Jammu & Kashmir Medical Supplies Corporation. |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: Health Institutes of Jammu/Kashmir |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be 2010. |
| **GCC 8.1** | For **notices**, the Purchaser's address shall be:<br><br>**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**<br>**(Public Sector Undertaking of the Government of Jammu and Kashmir)**<br>**Corporate Head Office**: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu<br>**Corporate Office:** Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar<br><br>City: Jammu/Srinagar<br>Country: INDIA<br>Telephone: +91-0191-2478842<br>Electronic mail address: mdjkmscl2@gmail.com<br>Web Page: www.jkmsclbusiness.com<br>Country: INDIA |

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| **GCC 10.2** | **Settlement of Disputes**<br><br>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:<br><br>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).<br><br>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. |

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| | (c) Arbitration proceedings shall be held at Jammu/Srinagar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.<br>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.<br>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).<br>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.<br><br>***Alternatively***<br><br>*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'ICA Rules of Conciliation' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation(IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*<br><br>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.<br>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Jammu/Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].*<br><br>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute. |

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| **GCC 12.1 and 25.2** | The scope of supply for the Goods and Related Services to be supplied shall be as specified below*: The supply shall be executed as per the supply schedule and the installation & commissioning and training to the staff shall be provided free of cost.* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are given below:<br><br>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:<br><br>(i) three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;<br><br>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;<br><br>(iii) three Copies of packing list identifying contents of each package;<br><br>(iv) Insurance certificate;<br><br>(v) Manufacturer's/Supplier's warranty certificate;<br><br>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii) Certificate or origin.<br><br>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not"* be adjustable. |
| **GCC 16.1** | GCC 16.1 Payment shall be made in Indian Rupees in the following manner: |

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| | (a) (i) ***Advance Payment***: No provision for Advance payment.<br><br>(ii) *On Delivery*: Eighty (80)% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and<br><br>(iii) *On Final Acceptance*: the remaining twenty (20)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative, successful installation & verification of the equipment in the proforma given in Section VII - item 6. |
| | (b) (i) For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section X. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. |
| **GCC 16.5** | No provision of interest for delayed period. However, the purchaser shall ensure that the payment shall be released within shortest possible time after the execution of supplies and observing all codal formalities. |
| **GCC 17** | In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India's notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately. |
| **GCC 18.1** | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.<br><br>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period. |
| **GCC 18.3** | Performance Security shall be in the form of a "Bank Guarantee" or "FDR" |

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| **GCC 18.4** | Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract. |
| **GCC 18.5** | Add as Clause 18.5 to the GCC the following:<br><br>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| **GCC 23.2** | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:<br><br>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number. |
| **GCC 24.1** | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes. |
| **GCC 25.1** | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price. |
| **GCC 25.2** | Training of the Staff, Installation & Commission of the equipment shall be provided by the supplier. |
| **GCC 26.1** | **INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-** |
| **GCC 26.2** | The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost. |

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| **GCC 26.3** | Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order. |
| **GCC 26.4** | In case of doubts in **inspection/ test**, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 7 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier. |
| **GCC 26.5** | The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. . |
| **GCC 26.6** | In case the item is imported, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm. The JKMSCL on the receipt of the equipment shall get the inspection and testing done as per the technical specifications, by the committee of the experts constituted for the purpose. |
| **GCC 27.1** | The liquidated damages shall be: 0.5% of contract price per week or part thereof. |
| **GCC 27.2** | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| **GCC 28.3** | The period of validity of the Warranty shall be Five Years.<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>The warranty period shall be 05 years from date of acceptance of the Goods and its successful installations. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. |

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| **GCC 28.5** | The maximum period for repair or replacement shall be: 15 days. |
| **GCC 31.1** | This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product. |

# SECTION X – CONTRACT FORMS

# 1. LETTER OF ACCEPTANCE

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . .

This is to notify you that your Bid dated . . . ***.[insert date] . . .*** . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the SCC]***. . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words in Rupees]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

**Attachment: Contract Agreement**

# 2. CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance

(b) this Contract Agreement

(c) Letter of Bid – Technical Part

(d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) *[Add here any other document(s)listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

# 3.Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…….*[insert guarantee reference number]*
Date…….*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[20]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[21]]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

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[20] *In the case of a JV, insert the name of the Joint Venture*

[21] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until …… (i.e.) 60 days following the Completion date of the Contract including any warranty obligations[22], and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***