



REQUEST FOR QUOTATION (RFQ)
RFQ/UNDP-TMT/21/2014

NAME & ADDRESS OF FIRM	DATE: November 24, 2014
	REFERENCE: RFQ/UNDP-TMT/21/2014

Dear Sir / Madam:

We kindly request you to submit your quotation for **TMT machine (Computerized)**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **December 8, 2014** and via **email** (or) **courier** to the address below after labelling the cover as: - **RCP/UNDP-TMT/21/2014**

United Nations Development Programme
55, Lodi Estate, New Delhi – 110 003, India (*Gate No. 5*)
Email: bids.dsc@undp.org

Quotations submitted by email must be limited to a maximum of **5 (five)** MB, virus-free and no more than **5 (five)** email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> DAP <input checked="" type="checkbox"/> Other DDP Final Destination
Customs clearance, if needed, shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> Supplier/Offeror <input type="checkbox"/> Freight Forwarder



Empowered lives.
Resilient nations.

Exact Address/es of Delivery Location/s (identify all, if multiple)	As per Consignee Distribution List (Annex 7).	
UNDP Preferred Freight Forwarder, if any	Not Applicable	
Distribution of shipping documents (if using freight forwarder)	Not Applicable	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> As per Delivery Schedule attached [See Annex 7] Time : [pls. indicate] Time Zone of Reference : [pls. indicate]	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Packing Requirements	Will be intimated at the time of award.	
Mode of Transport	<input type="checkbox"/> AIR	<input type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER [pls. specify]
Preferred Currency of Quotation ¹	Indian Rupees (INR)	
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes	
After-sales services required	<input checked="" type="checkbox"/> Three (3) years warranty and CMC for 5 years. <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Others: Refer Technical Specifications	
Deadline for the Submission of Quotation	COB, Monday, December 08, 2014 and GMT +5:30	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English	
Documents to be submitted ²	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;	

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

² First 2 items in this list are mandatory for the supply of imported goods



Empowered lives.
Resilient nations.

	<p><input type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected;</p> <p><input checked="" type="checkbox"/> Quality Certificates (ISO, CE, BIS etc.);</p> <p><input checked="" type="checkbox"/> Latest Business Registration Certificate ;</p> <p><input type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance;</p> <p><input checked="" type="checkbox"/> Manufacturer’s Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);</p> <p><input type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer);</p> <p><input type="checkbox"/> Evidence/Certification of Environmental Sustainability (“Green” Standards) of the Company or the Product being supplied ;</p> <p><input type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.</p> <p><input type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier);</p> <p><input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;</p> <p><input checked="" type="checkbox"/> Others : 1. Written Self-Declaration : Not be insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances.</p> <p>2. Written Self-Declaration : Not been declared ineligible or blacklisted by the Government of India or state governments.</p> <p>3. Documents showing that the supplier has supplied such equipment of same make to private/ public sector/ government organizations.</p>
<p>Period of Validity of Quotes starting the Submission Date</p>	<p><input type="checkbox"/> 60 days</p> <p><input checked="" type="checkbox"/> 90 days</p> <p><input type="checkbox"/> 120 days</p> <p>In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</p>
<p>Partial Quotes</p>	<p><input checked="" type="checkbox"/> Not permitted</p> <p><input type="checkbox"/> Permitted [<i>pls. provide conditions for partial quotes, and</i></p>



Empowered lives.
Resilient nations.

	<i>ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>
Payment Terms	<p>(i) Eighty (80) percent of the Contract Price of the Goods delivered to the Consignee shall be paid within thirty (30) days of submission of invoice along with Consignee Receipt Certificate (Annex-4), by direct bank transfer to the Supplier's nominated bank account.</p> <p>(ii) Twenty (20) percent of the Contract Price of Goods received shall be paid on satisfactory installation, Training & commissioning of the Goods and completion of training of the concerned personnel on operation and maintenance the equipment, supported by the satisfactory training & commissioning Certificate (Annex-5) issued by the Consignee.</p>
Liquidated Damages	The liquidated damage shall be 0.5 per cent per week for the value of delayed goods. The maximum amount of liquidated damages shall be 10 % of goods value.



Empowered lives.
Resilient nations.

Evaluation Criteria	<p><u>Award and Evaluation Criteria</u></p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Specifications<input checked="" type="checkbox"/> Compliance on the following qualification requirements:<ul style="list-style-type: none"><i>For Manufacturer Bidder:</i><ul style="list-style-type: none"><input checked="" type="checkbox"/> Minimum Annual Turnover: the bidders who are manufacturers should have annual sales turnover of minimum 2 times the value of the goods as quoted for the schedule in any two (non-cumulatively) of the last five years to qualify for that schedule. To qualify for multiple schedules, the requirement shall be cumulative.<input checked="" type="checkbox"/> Proper authorization from the manufacturer for bids being submitted by Agents, if applicable.<i>For non-manufacturer bidders (excluding agents quoting in the name of the manufacturer):</i><ul style="list-style-type: none"><input checked="" type="checkbox"/> Minimum Annual Turnover: the bidder should have annual sales turnover of minimum twice the value as quoted for the schedule, in any one of the last three years to qualify for that schedule. To qualify for multiple schedules, the requirement shall be cumulative.<input checked="" type="checkbox"/> Legally enforceable authorization from the manufacturer in the prescribed form (see Manufacturer’s Authorization Form) assuring full guarantee and warranty obligations as per the General Conditions for Goods.
---------------------	--



Empowered lives.
Resilient nations.

Compliance on the following Experience and Technical Capacity requirements:

The manufacturer whose product is offered by the bidder must have manufactured and supplied the specific Goods to the extent of at least twice the quantity indicated under "Schedule of Requirements" in any one of the last three calendar years.

Bidder should be in continuous business of manufacturing or supplying, as the case may be, the specific product as specified in the "Schedule of requirement" during the last 2 (two) years and similar products during the last 4 (four) years.

Full compliance of Bid to the Technical Requirements; Authenticated copies of the process and product standards, including product-specific standards, as applicable.

Quality Inspection and Testing Certificates for the goods to be supplied;

Availability of spare parts in India for the next 8 years and details of the after sales service centre in Kolkata should be clearly mentioned by the bidder.

Warranty and its scope should be clearly indicated by the manufacturer as required in the bid document.

Acceptability of the Delivery Schedule;

For non-manufacturer Bidders (excluding agents quoting in the name of the manufacturer): the Bidder, as authorized by the manufacturer, has supplied and provided after sales services equal to the quantities indicated in the Schedule of Requirements, in the last three (3) years. The Goods must be in satisfactory operation.

The offered equipment must be from manufacturers adhering to the ISO 9000 quality system. Bidders must include in their offer a copy of the ISO certificate. The certificate must be valid and established by an internationally recognized inspection company.

Bidders shall invariably furnish documentary evidence (Client's certificate, preferably from the Govt. institutions) in support of the satisfactory operation of the Goods supplied by the Bidder.

Bidders shall furnish data to support that they or their manufacturer have the production capacity to perform the Contract and complete delivery of the supplies within the stipulated delivery period.



Empowered lives.
Resilient nations.

Details of experience and past performance of the Bidder on product offered and on those of similar nature within the past 5 (five) years and details of current contracts in hand and other commitments.

Confirmation that all the facilities exist in the Bidder's factory for inspection and testing and these will be made available to UNDP or his representative for inspection.

The past performance of the Bidder shall be taken into account for evaluation. The Bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the Bidder and the manufacturers whose products are being offered by the Bidder, in the last 5 (Five) years. Such adverse actions (including suspension or cancellation of its manufacturing license by regulatory authorities, product recalls etc.) may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid. Bidders are encouraged to submit Satisfactory Performance Certificates from past consignees who may also be contacted during evaluation for assessing past performance.

Certification of incorporation of the Bidder and Manufacturer. Legal status, place of registration and principal place of business of the company or firm or partnership, etc.

OTHERS: Net present Value (NPV) of cost of Comprehensive Annual Maintenance (CMC) charges for 5 (five) years after the Warranty Period shall be added to the bid price for evaluation and will be calculated at a discount rate of 10 (ten) % per year, provided that wherever the Technical Specifications lay down a different CMC period, the latter shall prevail;

Note:

1. Functional demonstration of the offered goods shall be required to be arranged by the bidder, at his cost, before the Bid Evaluation Committee for technical evaluation, as when requested to do so by the Bid Evaluation Committee.

2. Please note that the functional demonstration of the equipment is purely at the discretion of the Bid Evaluation Committee and its input shall be treated as supplementary / corroborative in nature and will not be a substitute for technical evaluation of the document submitted along with the bid.



Empowered lives.
Resilient nations.

UNDP will award to:	<input checked="" type="checkbox"/> One supplier for complete one schedule (No partial schedule will be awarded).
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/ completion is delayed by 75 days <input checked="" type="checkbox"/> Others : 1. Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the Contract Price, valid up to no less than 60 days after the date of completion of all contractual obligations, including warranty obligations (Annex-6). 2. During the warranty period, free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier. 3. If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. 4. The supplier shall visit each installation site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the warranty period for preventive maintenance.
Conditions for Release of Payment	Passing Inspection Complete Installation <input type="checkbox"/> Passing all Testing <input checked="" type="checkbox"/> Completion of Training on Operation and Maintenance <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements <input type="checkbox"/> Others <i>[pls. specify]</i>

Annexes to this RFQ ³	<p><input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1)</p> <p><input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Terms and Conditions (Annex 3).</p> <p><input checked="" type="checkbox"/> Others: Consignee Receipt Certificate (Annex 4); Satisfactory Installation, Training Certificate (Annex 5); Form of Performance Security (Annex 6); and Consignee Distribution List (Annex 7)</p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) and Special Terms and Conditions (STC) shall be grounds for disqualification from this procurement process.</p>
Contact Person for Inquiries (Written inquiries only) ⁴	<p><i>J.S. Choudhary</i> <i>Procurement & SCM Specialist</i> <i>Email : procurement.dsc@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

³ Where the information is available in the web, a URL for the information may simply be provided.

⁴ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.



At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Jyoti S. Choudhary
Procurement & SCM Specialist
November 24, 2014



Empowered lives.
Resilient nations.

Annex 1

Technical Specifications **Schedule No. 1** **TMT Machine (Computerized)**

1. Having Bruce, modified Bruce, Naughton, Cornell, Ramp Protocols, if available (total of at least 5 protocols).
2. ECG display of 12 leads with option of 6 leads display.
3. Continuous display of the lead with the maximum ST depression.
4. ECG gains of 5, 10 and 20mm / mV.
5. Facility to eliminate artefact due to respiration, muscle, and baseline wander, noise and AC interference.
6. User selectable J and E point ST 60 and 80.
7. Continuous display of ST level, ST slope, heart rate, METS, target heart rate, blood pressure, total exercise time clock, stag clock, 4 current median complex, treadmill speed & grade, ventricular ectopic / minute counter, 3 channel of rhythm, protocol and stage of exercise, warning message & prompt, work load, maximum predicted heart rate.
8. Automated report display in tabular and graphical forms & report can be transferred to the network by diskette.
9. Report should include ST/HR index and rate pressure product.
10. Ability to automatically record and display arrhythmias & pacemaker detection.
11. In-built laser / thermal printer and super twisted display LCD monitor with VGA resolution of at least 17". Keypads – control panel:- contains manual tread mill, test / procedures & report controls. Alphanumeric keyboard:- with trim knob for blood pressure, patient demographics & impression entry.
12. The major components of the machine should be from the manufacturer.
13. Treadmill with safety railings anteriorly and on the sides.
14. Minimum walking area of 1500mm x 500mm.
15. Able to handle patient weight upto 227kg.
16. Should have been used in India for at least one year.
17. USFDA / CE / BIS approved.
18. Attached non-invasive blood pressure monitor.
19. Acquisition module should be digital. Updated every 5 minutes with 15 channels including 3 rhythm channels.
20. Provision for upgradation of the software with user programmable exercise protocol.
21. Should have facility to edit the final report.
22. Automatic Duke score estimation, if available.
23. The system should be provided with UPS and stabilizer from standard manufacturer.
24. Demonstration of the machine is must, preferable on-site.



Empowered lives.
Resilient nations.

Optional (desirable)

Facility of paediatric stress test.

Measurement of T wave alternans & detection of late potential.

Facility for Gender specific interpretation.

Speed range:

Should be zero start, 5 – 12 kmph / 8 – 19 kmph.

Self-calibrating.

Elevation range:-

Should be 0-25% self-calibrating.

Self-angling running belt.

Exceptionally accurate, self-calibrating speed & elevation.

Warranty – for 3 years with parts and CMC for 5 years.

Related/Ancillary Services

WARRANTY

1. Warranty from the date of acceptance of the goods (issue of satisfactory installation & commissioning certificate).
Three (3) years manufacturer's comprehensive warranty for the functional performance & also against manufacturing defects.
2. During warranty, cost and responsibility of the shifting of the equipment, in case so required for repair etc. shall be borne by the Supplier, without any liability on the consignee.
3. Free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier during the period of warranty.

CMC - The Comprehensive maintenance Contract

1. The Supplier shall not incur any expenditure whatsoever and the UNDP/the Consignees/ WBMSC bears no liability whatsoever pertaining to the Supplier's obligation to provide Comprehensive Maintenance (CMC) after the warranty period is expired until the UNDP/the Consignee/ WBMSC, in its own discretion, enters into separate CMC contract(s) with the Supplier. In such cases of CMC contract(s), the CMC rates offered by the Supplier along with the bid shall be binding on the Supplier at the appropriate stages of the said CMC contract(s).
2. The Comprehensive maintenance Contract (Including Spare parts)
 - 2.1 The UNDP/ Consignees/ WBMSC, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier, three months prior to the completion of Warranty Period, at the contracted price, for a period as specified in the Technical Specifications after the expiry of the warranty period, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract. Wherever the Technical Specifications lay down a different period of CMC, this latter period shall prevail. The CMC will commence from the date of expiry of Warranty period. The CMC includes preventive maintenance including testing & calibration as per technical/service/ operational manual, labour and spares.
 - 2.2 The CMC includes repairs of entire system, preventive maintenance testing & calibration, labour and spares and all software updates.
 - 2.3 The Comprehensive Annual Maintenance and Repair charges (after Warranty period) shall be paid in equal quarterly installments at the end of each quarter beginning from the date of completion of the Warranty, subject to satisfactory services rendered as specified in the bid document and the resultant contract, as per the rates quoted in the Price Schedule Form.

Warranty and CMC (applicable for both):

- a) The maximum response time for maintenance complaint from any of the destination specified in the Schedule of Requirements (i.e. time required for supplier's maintenance engineer to report at the site after a request call /fax/ telegram is made or letter is written) shall not exceed 24 hours.
- b) During the Warranty and the CMC periods, the supplier will be required to guarantee that the equipment will be maintained in good working condition for a minimum period of 351 days out of a period of 365 days. (i.e. 96% uptime). 8 hours non-functioning of the equipment will be considered as one day down time. Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 96% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days. The Response time to any fault should be not more than 48 hrs. In case the equipment cannot be made functional within 4 days or 96 hours, the vendor has to make arrangement for an alternative. Maximum time allowable for correcting the fault would be 7 continuous days.
- c) In case equipment is not useable beyond the stipulated maximum down time the supplier will be required to arrange for an immediate replacement of the same till such time it is so required.
- d) Failure to arrange for the immediate repair / replacement of equipment will make the Supplier liable for a penalty at the rate of 0.75% of the price per non-functional unit per day beyond the stipulated downtime period. The amount of penalty will be recovered from the performance security bank guarantee during Warranty Period. During Comprehensive Annual Maintenance Contract Period, for a similar default, the penalty of Rs. 500 per item per day will be recovered from the amount of Comprehensive Annual Maintenance Charge.
- e) The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service operational manual, but **at least once in three months during the warranty and CMC period, for preventive maintenance.**
- f) Details of the functional service and maintenance centre(s) along with complete contact details shall be provided by the Supplier.

OTHER RELATED SERVICES

1) Incidental Services

The supplier may be required to provide any or all of the following services:

- (a) Performance or supervision of the assembly, installation and/or start-up of equipment.
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each equipment.

- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied equipment at the time of delivery.
- (d) After sales service centre should be available at/near to the city of Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly maximum within 48 hrs including the travel time. Contact details to be provided by the Supplier.
- (e) Training of the Consignee's personnel, on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Good. This must be carried out at the time of installation.

2) Availability of Spare parts

The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as required for maintenance of the equipment during Warranty period, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the UNDP/Consignee/West Bengal Medical Services Corporation Limited of the pending termination, in sufficient time to permit the UNDP/Consignee/ West Bengal Medical Services Corporation Limited to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the UNDP/Consignee/ West Bengal Medical Services Corporation Limited, the blueprints, drawings and specifications of the spare parts, if requested.
- (c) Suppliers shall ensure the availability of spare parts for ten years. Inventory of the Spare parts required for 8 years.

The equipment should have a sticker on it with the following details:

Procured by	:	UNDP on behalf of WBMSC Ltd.	
Vendor Name	:		
Machine Serial No.	:		
Facility Asset No.	:		
Warranty up to	:		
Last PMC on	:		
Next PMC due on	:		
CMC starts on	:		
CMC valid up to	:		
Approved CMC Rate	:		per annum
Complaint logging at	:	Email: Phone:	
Service Engineer Phone:	:	Email:	Contact Detail
Service Manager Phone:	:	Email:	Contact Detail



Empowered lives.
Resilient nations.

Documentation

- User/Technical/maintenance manuals to be supplied in English.
- List of installation base with their contact nos.
- Certificate of calibration and inspection from Parent company/OEM supplier.
- List of equipment available for providing calibration and routine preventive Maintenance Support. As per OEM documentation in service/ technical manual.
- List of important spare parts and accessories with their part number and costing.
- Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
- Address & contact details of service centre to be provided.

[Name and Signature of the Supplier's Authorized Person]

[Designation]

[Date]

Technical Bid Form

INSERT TITLE OF THE RFQ

Name of Bidding Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Bid:	
Address:	
Phone / Fax:	
Email:	

Technical Specification Form (Comparative Data Table)

Bidders must complete this Form as follows:

- Fill in information included in Table 1.
- Fill in information in Table 2:
 - Column (A): copy technical specifications for the schedule as in Annexure 1.
 - Column (B): state details of specifications offered, detailing them for each line item of the Technical Specifications included in column A
 - Column (C): clearly state any deviation/non-compliance

Table 1:

Schedule No:	
Schedule Description:	
Country of Origin:	
Make/Model No offered:	
Catalogue reference number and page:	

Table 2:

(A)UNDP's requested Technical Specifications	(B) Technical Specifications offered by bidder	(C)Is product offered technically compliant? (Comply/Not Comply)

The offered products are in accordance with the required Schedule of Requirements and Technical Specifications and Related Services:

___ YES ___ NO

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ/UNDP-TMT/21/2014**:

TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements

The Bidders are requested to provide the **cost of the goods (inclusive of all tax/duty, excluding entry tax)** for each Schedule quoted in the following format.

SCH. NO. (a)	BRIEF DESCRIPTION OF GOODS (b)	QTY. (c)	Make & Model No. Country of Origin (d)	CURRENCY (e)	UNIT PRICE DDP* FINAL DESTINATION (all inclusive of tax/duty) (f)	TOTAL PRICE DDP* FINAL DESTINATION (all inclusive of tax/duty) (g) = (c) x (f)
1	TMT Machine (Computerized)	1 unit				
	CMC Charges for Year1 after completion of 3 years of warranty	1				
	CMC Charges for Year2 after completion of 3 years of warranty	1				
	CMC Charges for Year3 after completion of 3 years of warranty	1				
	CMC Charges for Year4 after completion of 3 years of warranty	1				
	CMC Charges for Year5 after completion of 3 years of warranty	1				

* **DDP Price final destination shall include all the cost incidental to delivery at final destination including all duties & taxes to be paid.**

* **DDP Price of the above equipment shall include Supply and Installation, Commissioning and warranty for Equipment.**

** **There shall be no exemption from any applicable tax or duty;**

*** **Entry tax @ 1% of cost of goods is applicable which will be reimbursed.**

Note:

1. Reusable consumables should last during the warranty period.
2. In case any additional reusable consumables are required during the warranty period those will be supplied free of charge by the supplier.
3. The life expectancy of the reusable consumable is expected to be of at least one year from the date of purchase of the same. The reusable consumables will be procured at the prices accepted as per the contract.
4. The price excluding CMC quoted in one schedule should be in one currency only.
5. If CMC (wherever required) column is left blank, then it will be assumed that the CMC is free of cost.

TABLE 2 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin ⁵ :			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Warranty on both parts and labor (As per Technical Specifications)			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[Supplier should be experienced in the field of supply of such equipment and should provide free commissioning at site and training of the operators on use and operation of the equipment, trouble shooting and normal maintenance of the equipment.]</i>			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

⁵ *If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.*

Manufacturer's Authorization Form

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

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

RFQ No.: UNDP/TMT/21/2014

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

To: UNDP, 55, Lodi Estate, New Delhi-110003.

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with the General and Special Terms & Conditions for Goods of the ITB, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

No Adverse Action Confirmation Form

This is to certify that *[delete unwanted option]*:

- a. No adverse action has been taken against the Bidder (*insert Bidder's name*) and the manufacturers (*insert manufacturer's names*) whose products are being offered by the Bidder against this Invitation to Bid, in the last 5 (Five) years.
- b. The following instances of previous past performance have resulted in adverse actions taken against the Bidder (*insert Bidder's name*) and the manufacturers (*insert manufacturer's names*) whose products are being offered by the Bidder, in the last 5 (Five) years. Such adverse actions included:

(indicate date and reasons for adverse actions and result of adverse actions; i.e. suspension or cancellation of manufacturing license by regulatory authorities, product recalls, blacklisting, debarment from bidding etc.)

Signature _____
Name _____
Designation with stamp _____
Date _____



Empowered lives.
Resilient nations.

Performance Statement Form

(for the period of the last five years)

RFQ No: _____

Date of Opening: _____

Name of the Firm _____

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Remarks indicating reasons of late delivery, if any	Was the supplies of goods satisfactory
				As per Contract	Actual		

Annual Turnover Statement Form

Name of Bidder :

1. ANNUAL TURNOVER DATA (For Supplier)

Turnover Details (Currency:_____)	Financial Year				
	2013-14	2012-13	2011-12	2010-11	2009-10
Turnover from Selling of Goods only					

2. ANNUAL TURNOVER DATA (For Manufacturer)

Turnover Details (Currency:_____)	Financial Year				
	2013-14	2012-13	2011-12	2010-11	2009-10
Turnover from Selling of Goods only					

Note: The audited balance sheets for the last five years shall be submitted. In case the balance sheet does not clearly show the turnover from selling of goods only, a certificate from Chartered Accountant certifying turnover from selling of goods out of total turnover shall be submitted.

Annual Production Statement Form

Name of Bidder :

Schedule No. :

ANNUAL PRODUCTION DATA (For Manufacturer for last five years)

Production Details (Quantity:_____)	Financial Year				
	2013-14	2012-13	2011-12	2010-11	2009-10
Production of specific Goods quoted in schedule					
Production of similar Goods					

Note: In case the bidder is supplier, the annual production data of the Manufacturer to be provided with documents validating the production capacity along with the bid.

Annex 3

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.



11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award



punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Special Terms and Conditions for Goods

The following Special Terms and Conditions for Goods shall supplement and / or amend the General Terms and Conditions for Goods (GT&C). Whenever there is a conflict, the provisions herein shall prevail over those in the GT&C.

GT&C 1	<p>In addition: Definition: GOODS AND SERVICES: Goods are hereinafter deemed to include, without limitation, such equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Vendor is required to supply pursuant to the Purchase Order. Services are hereinafter deemed to include related/ ancillary services to the supply of the Goods including, without limitation, installation, training, transportation and such other obligations as required under this Contract.</p>
GT&C 3	There is no tax exemption as the procurements is on behalf of the state governments and are from their domestic budget.
GT&C 4	TRADE TERMS: Whenever an Incoterm is used in this Contract it shall be interpreted in accordance with the Incoterms 2010.
GT&C 7	<p>The Inspection and tests, as applicable under I or II shall be:</p> <p><i>I. For Goods supplied from outside India.</i></p> <p>a) For goods supplied from outside India, UNDP retains the right to perform pre-shipment inspection at the manufacturer's premises and an independent quality control laboratory Testing.</p> <p>b) The Supplier will make arrangement for storage of Goods at the port of entry at its own cost for the first 30 days after the arrival of shipment. The UNDP will be responsible for costs arising from the storage, warehousing and demurrage in excess of thirty (30) days resulting from delays due to quality testing procedure.</p> <p>c) The UNDP will retain the right to perform further inspections and quality testing at any time till the satisfactory installation of Goods, as it deems fit, at its own cost.</p> <p><i>II. For Goods supplied from Within India</i></p> <p>The goods shall not be dispatched unless they are inspected and cleared for dispatch by UNDP's representative in the Supplier premises. The UNDP will arrange a pre-shipment inspection and an independent quality control laboratory testing on sample basis. The UNDP will retain the right to perform further inspections and quality testing at any time as it deems fit.</p> <p><i>For (I) and (II) both</i></p> <p>The related costs of the pre-shipment inspection for the first inspection of goods shall be borne by the UNDP. The cost of subsequent inspection due to rejection of Goods at the first inspection shall be borne by the Supplier. Inspection will be done by a UNDP's nominated agency to ascertain whether the Goods are in conformity with the Technical Specifications of the Contract or not. The Supplier shall put up the goods for such inspection to the UNDP's nominated agency inspector for 15-25 days (depending on the time required for pre-dispatch inspection & testing) ahead of the contractual delivery period, so that deliveries to the Consignees are completed as per the contractual delivery period</p> <p>Should any inspected or tested goods fail to conform to the specifications, the UNDP may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the UNDP, within a period of 45 (forty-five) days of intimating such rejection.</p>

<p>GT&C 10</p>	<p>The Supplier understands that time is of the essence in providing the Services under this Contract. If the Supplier shall fail to complete the Services within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Supplier shall pay to UNDP 0.5% of the value of the delayed products per week of delay, up to a maximum amount of 10%, as liquidated damages. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. UNDP may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from his obligation to complete the Services or from any other of his obligations and liabilities under the Contract.</p>
<p>GT&C 21</p>	<p>The Supplier acknowledges that the UNDP acts on behalf of the West Bengal Medical Services Corporation Limited; and hereby explicitly agrees that all rights and remedies, such as titles of ownership, warranties, entitlements, benefits relating to, based on and arising from or associated with the supplied drugs, goods, equipment and/or services under this Contract may be freely assigned, transferred, agreed upon and disposed between the UNDP and the West Bengal Medical Services Corporation Limited without requiring any further tacit or express acceptance, endorsement or acknowledgment by the Supplier.</p>
<p>GT&C 22</p>	<p>Delivery of Goods shall be made by the Supplier in accordance with the Schedule of Requirement</p> <p>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the Supplier are:</p> <p>I. For Goods supplied from outside India:</p> <p>(A) Upon shipment, within 24 hours the Supplier shall notify the UNDP in writing the full details of the shipment including Purchase Order/Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the UNDP a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway-bill numbers. The Supplier shall first fax the above details and then send to the UNDP, by courier, two sets of documents comprising of one original and one copy of the following:</p> <ul style="list-style-type: none"> (i) Commercial invoice, indicating the United Nations Development Programme (UNDP) on behalf of the West Bengal Medical Services Corporation Limited; the Purchase Order/Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal; (ii) Negotiable, clean, on-board through bill of lading marked “freight prepaid” and indicating the United Nations Development Programme (UNDP) on behalf of the West Bengal Medical Services Corporation Limited, and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked “freight prepaid” and showing delivery through to final destination as per the Schedule of Requirements. (iii) Packing list identifying contents of each package. (iv) Manufacturer’s or Supplier’s Warranty Certificate covering all items supplied; (v) Certificate of Inspection furnished to supplier by the nominated agency (where inspection is required) (vi) Supplier’s Certificate of Origin covering all items supplied; (vii) Original copy of the certificate of weight issued by the port authority/licensed authority; (viii) Any other/additional procurement– specific document(s) required for delivery/payment purposes.



Empowered lives.
Resilient nations.

The above documents shall be received by the UNDP at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

(B) The supplier shall intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier shall provide the Consignee one original and one copy of the documents mentioned below:

- (i) Supplier's Delivery note, indicating Purchase Order/Contract Number, Goods' description, quantity, batch number, date of expiry etc. Delivery note must be signed in original and stamped or sealed with the company stamp/seal;
- (ii) Packing list identifying contents of each package; and
- (iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied

(C) Upon the delivery of the Goods, the Supplier shall notify the UNDP in writing and deliver to the UNDP two sets of documents comprising of one original and one copy of the following:

- (i) Acceptance of Goods by the Consignee [i.e. Consignee Receipt Certificate (CRC)];
- (ii) Satisfactory Installation, Training & Commissioning of Equipment at Consignee [i.e. Satisfactory Installation, Training & Commissioning Certificate (SITC)].

II. For Goods from within India

(A) The Supplier should intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier should provide the Consignee one original and one copy of the documents mentioned below:

- (i) Consignment Receipt Certificate, indicating Goods' description, quantity, batch number, date of expiry etc. Consignment Receipt Certificates must be signed in original and stamped or sealed with the Consignee's official stamp/seal;
- (ii) Packing list identifying contents of each package
- (iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied.

(B) Upon the delivery of the Goods, the Supplier shall notify the UNDP in writing and deliver to the UNDP two sets of documents comprising of one original and one copy of the following:

- (i) Commercial invoice, indicating the United Nations Development Programme (UNDP) on behalf of the West Bengal Medical Services Corporation Limited, the Purchase Order/Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
- (ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the United Nations Development Programme (UNDP) on behalf of the West Bengal Medical Services Corporation Limited and delivery through to final destination as stated in the Contract.
- (iii) Acceptance of Goods by the Consignee [i.e. Consignee Receipt Certificate (CRC)]; and Satisfactory Installation, Training & Commissioning of Goods [i.e. Satisfactory Installation, Training & Commissioning Certificate (SITC)].
- (iv) Packing list identifying contents of each package;
- (v) Manufacturer's or Supplier's Warranty certificate covering all items supplied.
- (vi) Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection

	<p>agency (where inspection is required)</p> <p>(vii) Supplier's Certificate of Origin covering all items supplied.</p> <p>(viii) The sales Tax department latest Notification with regard to VAT/sales Tax applicable.</p> <p>(ix) Any other/additional procurement – specific document(s) required for delivery/payment purposes.</p> <p>Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Satisfactory Acceptance/Installation Certificate issued by the consignee.</p>
<p>GT&C 23</p>	<p>Payment Terms</p> <p>The method and conditions of payment to be made to the Supplier (Payments will not be made to any other party) under this Contract, as applicable under (A) or (B), shall be as follows:</p> <p>(A) Payment for Goods supplied from outside India:</p> <p>Payment of foreign currency portion shall be made in the currency of the Contract Price in the following manner:</p> <p>(i) On Delivery to Consignee: Eighty (80) percent of the Contract Price of the Goods shall be paid on delivery of goods to the Consignee within thirty (30) days of submission of documents specified in GT&C 22, along with Consignee Receipt Certificate (Annex 4) issued by the Consignee, by direct bank transfer to the Supplier's nominated bank account.</p> <p>(ii) On satisfactory installation, training & commissioning: Twenty (20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory installation & commissioning of the Goods and completion of training of the concerned personnel on operation and maintenance the equipment, supported by the Satisfactory Installation, Training & Commissioning Certificate (Annex 5) issued by the Consignee, by direct bank transfer to the Supplier's nominated bank account.</p> <p>(B) Payment for Goods and Services supplied from within India:</p> <p>Payment for Goods and Services supplied from within the country shall be made in Indian Rupee, as follows:</p> <p>(i) On Delivery to Consignee: Eighty (80) percent of the Contract Price of the Goods shall be paid on delivery of goods to the Consignee within 30 days of submission of documents specified in GT&C 22, along with Consignee Receipt Certificate (Annex 4) issued by the Consignee, by direct bank transfer to the Supplier's nominated bank account.</p> <p>(ii) On satisfactory installation, training & commissioning: Twenty (20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of satisfactory installation & commissioning of the Goods and completion of training of the concerned personnel on operation and maintenance the equipment, supported by the Satisfactory Installation, Training & Commissioning Certificate (Annex 5) issued by the Consignee, by direct bank transfer to the Supplier's nominated bank account.</p> <p>Payment of local currency portion shall be made in Indian Rupee within thirty (30) days of presentation of an invoice (indicating the United Nations Development Programme (UNDP) on behalf of West Bengal Medical Services Corporation Limited, the Purchase Order/Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the satisfactory installation</p>

	Certificate issued by the Consignee.
GT&C 24	<p>A Performance Security shall be required.</p> <p>(a) Within 15 days after the Issuance of Purchase Order to Supplier, the Supplier shall furnish Performance Security to the UNDP, New Delhi for an amount of 10% of the Contract Price, valid up to no less than 60 days after the date of completion of all contractual obligations, including warranty obligations, but excluding CMC services.</p> <p>(b) The Performance Security shall be unconditional and irrevocable and in the form of an unconditional Bank Guarantee (Annex 6)</p> <p>Banks issuing Performance Securities must be acceptable to the UNDP Comptroller, i.e. they have to be banks certified by the Central bank of the country to operate as commercial bank.</p> <p>The Performance Security shall be denominated in the currencies of payment of the Contract or in Indian Rupees (INR), in accordance with their portions of the Contract Price, and shall have a validity period of sixty (60) days beyond the completion of all contractual liabilities of the Supplier under this contract, including warranty. UNDP reserves the right to request an extension of the Performance Security.</p> <p>Discharge of the Performance Security shall take place upon expiry of the Performance Security or the completion of all contractual liabilities of the Supplier under this contract, including warranty. The Performance Security shall then be returned to the Vendor by UNDP.</p> <p>(c) In the event of any amendment issued to the Contract, the Supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.</p> <p>(d) UNDP reserves the right to reject the Performance Security should the mentioned conditions be deemed unfulfilled. UNDP reserves the right to request an extension of the performance security.</p>



Empowered lives.
Resilient nations.

Annex 4

“CONSIGNEE RECEIPT CERTIFICATE” (To be given by consignee’s authorized representative)

The following stores have been received in good condition and accepted.

1. Name of the item supplied (with make and model) :
2. Contract / Purchase Order No. :
3. Name of the Supplier/Manufacturer:
4. Schedule No.
5. No. of Units supplied:
6. Place of destination:
7. Invoice No. & Date:
8. Sl. No. of the Equipment.:
9. Name and Address of the Consignee:
10. Date of receipt by the Consignee:
11. Signature of authorized representative of Consignees with date:
(Name of Designation of the signatory also to be specified)
12. Seal of the Consignee

The undersigned hereby certifies that the aforesaid goods have been received in good condition and accepted.

Signature of the authorized representative of the consignee:

Name & Designation

Note : (i) “Consignee Receipt Certificate” has to reach UNDP within 21 days, from the day of receipt of material at the Consignee. Any delay beyond 21 days period, would be deemed that complete material has been received in correct quantity and has been accepted by you in good condition.

(ii) Before filling the above details kindly read the instructions given in appendix “A” .

Appendix “A”

Important Points for signing of “Consignment Receipt Certificate(CRC)”

- (a) No initials should be done on CRC, signature block/column. The person signing the CRC documents should do his/her complete signature which should be legible.
- (b) The signatory should write his/her complete name in capital letters, designation, telephone number and his mobile number, below the signature.
- (c) If the signatory on the CRC is of the level of store keeper or equivalent then it CRC should be countersigned by the Center In-charge or the next person in the seniority.
- (d) The “Consignment Receipt Certificate” (CRC) should not be signed by the temporary staff of the organization i.e. Consultant /councilor etc.
- (e) The consignees in number of cases are forgetting to write the date of receipt of material in the CRC. The “CRC” without date of receipt of material would not be accepted.
- (f) In number of cases the official rubber stamp is not legible on the document. The official rubber stamp of the consignee should clearly legible on the CRC.
- (g) Two copies of the CRC should be given to the supplier and one dispatched to UNDP directly. The address is: United Nations Development Programme, 55, Lodi Estate, New Delhi-110003.
- (h) There should be no cutting/overwriting on the document. Wherever there is cutting or over writing on the document, this should be initialed/ signed properly.
- (i) Signature as” For”, is not acceptable on the CRC.
- (j) Signature and other details on the CRC should be clearly legible.
- (k) The CRC should be immediately dispatched to UNDP and others, after the receipt of material.
- (l) The “CRC” has to reach UNDP within 21 days from the day of receipt of material for the payment. Any delay beyond the above stipulated period would be deemed that complete material has been received in correct quantity and has been accepted by you in good condition.

Annex 5

SATISFACTORY INSTALLATION, TRAINING & COMMISSIONING CERTIFICATE

This is to certify that the goods as detailed below have been satisfactorily installed and commissioned and training provided in respect of their operational use:

- a) PO-Contact No: _____ date _____
- b) Description of the goods (with model no.): _____
- c) Sl. Number(s) of the goods: _____
- d) Quantity: _____
- e) Name of the transporter: _____
- f) LR/RR NO _____ dated _____
- g) Name of the consignee: _____

The supplier has fulfilled his contractual obligation with regard to the following services:

- a) Satisfactory Installation, Performance and commissioning/start up of equipment.
- b) Furnishing of tools required for assembly and / or maintenance of the
.....(Enter name of Equipment with model)
- c) Furnishing detailed operation and maintenance manual for each item of supply at each location.
- d) Training of the paramedics, operators/users in operating the equipment to the satisfaction of the consignee.

Signature _____
Name _____
Designation with stamp _____
Date _____

Countersigned by:

Signature _____
Name _____
(Designation)
Date _____
Phone No:-----; Fax no:

NOTE:

1. This certificate is to be filled up and issued by representative of the consignee and is to be duly stamped and countersigned by the supervisor.
2. Original copy of the certificate shall be given to supplier or his authorized representative and a copy to be transmitted by fax Fax: +91 11 2462 7612 to UNDP, New Delhi.
3. In the case of leave or absence of the concerned Specialist, the certificate can be signed by the CMO/Dy CMO concerned.



Empowered lives.
Resilient nations.

Annex 6

FORM FOR PERFORMANCE SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: **UNDP, New Delhi, India**

WHEREAS **[name and address of supplier]** (hereinafter called "the Supplier") has undertaken, in pursuance of PO-Contract No. _____ dated _____, to deliver the goods and execute related services (hereinafter called "the Contract"):

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

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee:

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

This Guarantee shall expire no later than the **[insert number]** day of **[insert month]** **[insert year]**, and any demand for payment under it must be received by us at this office on or before that date.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Annex 7

Consignee List & Delivery Schedule

Consignee: Gandhi Memorial Hospital, Kalyani

Delivery Schedule

Delivery & Completion Schedule:

Delivery to consignee within **60 days** from the date of issue of the Purchase Order/Contract.

Installation, Training & Commissioning:

Satisfactory installation, training & commissioning as per the Consignee list within **15 days** from the respective dates of delivery of the goods.

Note: *While installation at the designated site / location and commissioning will be the responsibility of the supplier, basic readiness of the site enabling such installation will be the responsibility of the consignee.*

Terms of Delivery

DDP final destination as per Consignee List.