BIDDING DOCUMENT

For

Supply Installation and Commissioning of Supply, Installation and Commissioning of Video Endoscopy and EBUS Systems for AMCH,GMCH, DMCH, SMCH, FAAMCH and TMCH in ASSAM.

INTERNATIONAL COMPETITIVE BIDDING (ICB)

February -2026

IFB No.: AHIDMS/JICA/P&C/Equipment/Endoscopy/2026/03

Purchaser: Director of Medical Education, Medical Education and Research Department, Govt. of Assam on behalf of Project Director, Assam Health Infrastructure Development and Management Society, Assam

Country: India

JICA Loan No.: ID-P302

Project: Assam Health System Strengthening Project (AHSSP) (Supported by JICA)

Contract: Supply, Installation and Commissioning of Video Endoscopy and EBUS Systems for AMCH, GMCH, DMCH, SMCH, FAAMCH and TMCH in ASSAM.

Invitation for Bids

Form of Invitation for Bids

Date : **23-02-2026**
IFB No. : AHIDMS/JICA/P&C/Equipment/Endoscopy/2026/03
Purchaser : Director of Medical Education, Medical Education and Research Department, Govt. of Assam on behalf of Project Director, Assam Health Infrastructure Development and Management Society, Assam
Country : India
JICA Loan No. : ID-P302
Project Name : Assam Health System Strengthening Project (AHSSP)
Contract Name : Supply, Installation and Commissioning of Video Endoscopy and EBUS Systems for AMCH, GMCH, DMCH, SMCH, FAAMCH and TMCH in ASSAM

1. The Assam Health Infrastructure Development & Management Society (AHIDMS) has received a loan from the Japan International Cooperation Agency (JICA) towards the cost of Assam Health System Strengthening Project (AHSSP) and intends to apply part of the proceeds towards payments under the contract for Supply, Installation and Commissioning of Video Endoscopy and EBUS Systems for AMCH, GMCH, DMCH, SMCH, FAAMCH and TMCH in ASSAM.

2. The Director of Medical Education, Medical Education and Research Department, Govt. of Assam on behalf of Project Director, Assam Health Infrastructure Development and Management Society, Assam, India now invites e-Bids against **e-Bid** invited online through e-procurement system i.e. through website www.assamtenders.gov.in from eligible Bidders for Supply, Installation and Commissioning of Video Endoscopy and EBUS Systems for AMCH, GMCH, DMCH, SMCH, FAAMCH and TMCH in ASSAM.

3. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans and is open to all Bidders from eligible source countries, as defined in the Bidding Document.

4. Bidding documents are available through online and bids are to be submitted online through e-procurement system i.e. through website www.assamtenders.gov.in only on or before **23-02-2026**. The bidders would be required to register on the website for submission of the bids. The bidders are required to have Digital Signature (DSC) from any of the Certifying Authorities. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement may obtain the same by registering in the www.assamtenders.gov.in. The requirements to register with the e-procurement portal are available on the website indicated above.

5. The original cost of Bid Documents (non- refundable) of INR 5,000/- to be submitted online. Bidders are advised to complete the online payment for Bidding Document Fee well in advance at least one day in advance prior to the bid submission due date/time. The Government will accept only online Bidding Document Fee from bidders. Use online facility at https://assamtenders.gov.in.

6. Bids must be delivered to the address above on or before **14.00 IST on 09-04-2026** and must be accompanied by a security as per below table:

Lot NO.	Amount of Bid Security in INR	Amount of Bid Security in USD
Lot 1	16,68,000	20,090
Lot 2	5,20,000	6,260
Lot 3	3,81,000	4,590
Lot-4	2,95,000	3,550

7. One hard copy of Technical Bid (1 original + 1 Copy) to be submitted/ dropped along-with the Bids security (EMD) in the bid at **Director of Medical Education (DME), Khanapara, Six Mile, Guwahati, Assam, India-781022** during the office hours (9am to 5pm) on or before the last date of submission of the e-bid. In case of any discrepancy between the hard copy of the technical bid and the technical bid as uploaded in the e-procurement portal, the technical bid as uploaded in the e-procurement portal shall supersede. Financial bid should not be submitted offline.

8. **Henceforth, any corrigendum/addendum related to this Bidding Document may kindly be seen at the e-procurement website** www.assamtenders.gov.in

9. All other relevant information and the detailed Bid Document is available on website www.assamtenders.gov.in and in the AHIDMS website https://ahidms.assam.gov.in/ and can be viewed from **23-02-2026**. The undersigned shall not be held liable for any delays for submission of the bid to the website due to e-procurement system failure beyond control. Even though the e-procurement system will attempt to notify the bidders of any bid updates, the undersigned shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information related to the bid.

10. Technical Bids received shall be opened online at **02:00 pm on 09-04-2026**. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

Director of Medical Education,
Medical Education and Research Department, Govt. of Assam
On behalf of Project Director, Assam Health Infrastructure
Development and Management Society, Assam, Six mile,
Guwahati, Pin-781022 Assam, India

Table of Contents

Invitation for Bids 3

PART 1 – Bidding Procedures 7

Section I. Instructions to Bidders 8
Section II. Bid Data Sheet 39
Section III. Evaluation and Qualification Criteria 58
Section IV. Bidding Forms 69
Section V. Eligible Source Countries of Japanese ODA Loans 106

PART 2 – Supply Requirements 107

Section VI. Schedule of Requirements 108

PART 3 – Conditions of Contract and Contract Forms 127

Section VII. General Conditions (GC) 129
Section VIII. Particular Conditions (PC) 151
Section IX. Contract Forms 160

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

Section I. Instructions to Bidders

Table of Clauses

ITB

A. General 11

1. Scope of Bid 11
2. Source of Funds 11
3. Corrupt and Fraudulent Practices 12
4. Eligible Bidders 14
5. Eligible Goods and Related Service 15

B. Contents of Bidding Document 15

6. Sections of Bidding Document 16
7. Clarification of Bidding Document 17
8. Amendment of Bidding Document 17

C. Preparation of Bids 17

9. Cost of Bidding 17
10. Language of Bid 17
11. Documents Comprising the Bid 18
12. Letter of Bid and Price Schedules 18
13. Alternative Bids 18
14. Bid Prices and Discounts 19
15. Currencies of Bid and Payment 21
16. Documents Establishing the Conformity of the Goods and Related Services 21
17. Documents Establishing the Qualifications of the Bidder 22
18. Period of Validity of Bids 23
19. Bid Security 23
20. Format and Signing of Bid 25

D. Submission and Opening of Bids 25

21. Sealing and Marking of Bids 25
22. Deadline for Submission of Bids 26
23. Late Bids 26
24. Withdrawal, Substitution, and Modification of Bids 27
25. Bid Opening 27

E. Evaluation and Comparison of Bids 29

26. Confidentiality 29
27. Clarification of Bids 29
28. Deviations, Reservations, and Omissions 30
29. Preliminary Examination of Bids 30
30. Qualification of the Bidders 30

31. Determination of Responsiveness of Bids 31
32. Nonmaterial Nonconformities 32
33. Correction of Arithmetical Errors 33
34. Conversion to Single Currency 33
35. Evaluation of Bids 33
36. Comparison of Bids 34
37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids 35

F. Award of Contract 35

38. Award Criteria 35
39 Purchaser's Right to Vary Quantities at Time of Award 35
40. Notification of Award 35
41. Signing of Contract 36
42. Performance Security 36
43. Notification to Unsuccessful Bidders and Debriefing 36

A. General

1. Scope of Bid

1.1 In connection with the Invitation for Bids **specified in Section II, Bid Data Sheet (BDS)**, the Purchaser **as specified in the BDS** located in the country, as **specified in the BDS**, issues this Bidding Document (hereinafter referred to as "Bidding Document") for the procurement of Goods and Related Services as specified in Section VI, Schedule of Requirements.

The name of the Project and the name of the Contract are **specified in the BDS**.

Bids may also be invited for multiple lots of the Project, as **specified in the BDS**. Bids may be submitted either for individual lots or for multiple lots in any combination.

1.2 Throughout this Bidding Document:

(a) the term "in writing" means communicated in written form and delivered against receipt;

(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;

(c) "day" means calendar day;

(d) "firm" means a private entity, a state-owned enterprise or institution;

(e) "Joint Venture" or "JV" means any combination of two or more firms in the form of a joint venture, consortium, association or other unincorporated grouping under an existing agreement or with the intention to enter into such an agreement supported by a formal letter of intent; and

(f) The word "Employer" is synonymous with "Purchaser", and "Contractor" with "Supplier".

2. Source of Funds

2.1 The Borrower **specified in the BDS** has received or has applied for a Japanese ODA Loan from Japan International Cooperation Agency (hereinafter referred to as "JICA"), with the number, in the amount and on the signed date of the Loan Agreement **specified in the BDS**, toward the cost of the Project**.** The Borrower intends to apply a portion of the proceeds of the Loan to payments under the Contract(s) for which this Bidding Document is issued.

2.2 Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans **specified in the BDS**. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

2.3 The above Loan Agreement will cover only part of the project cost. As for the remaining portion, the Borrower, the Project Executing Agency and the Purchaser will take appropriate measures for finance through other sources **specified in the BDS**.

3. Corrupt and Fraudulent Practices

3.1 It is JICA's policy to require that the Bidders and the Contractors, as well as the Borrowers, the Project Executing Agencies and the Purchasers, under contracts funded with Japanese ODA Loans and other Japanese ODA, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:

(a) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(b) will recognize a Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Bidder or the Contractor has engaged in any corrupt or fraudulent practice in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA. The list of ineligible firms and individuals is available at the electronic address **specified in the BDS**.

(c) Will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or subcontractor, who has a direct contract with the Contractor, is debarred under the cross-debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed.

"Cross debarment decisions by the Multilateral Development Banks" is a corporate sanction in

accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April 2010 (as amended from time to time). JICA will recognize the World Bank Group's debarment of which period exceeds one year, imposed after 19 July 2010, the date on which the World Bank Group started operating cross debarment, as "cross debarment decisions by the Multilateral Development Banks." The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted, or the date of the Advertisement for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

If it is revealed that the Contractor was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that a subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the loan or any other remedies on the grounds of contractual violation.

3.2 If the Purchaser determines, based on reasonable evidence that any Bidder has engaged in any corrupt or fraudulent practice the Purchaser may disqualify such Bidder after notifying the grounds of such disqualification.

3.3 Furthermore, Bidders shall be aware of the provision stated in Clause 3 of Section VII, the General Conditions.

4. Eligible Bidders

4.1 The Bidder may be a single firm or a JV. In the case of a JV:

(a) All members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

(b) The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

(c) A Bid submitted by a JV shall include a copy of the JV Agreement entered into by all members. Alternatively, a formal letter of intent to enter into a JV Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. The JV Agreement or the proposed JV Agreement, as the case may be, shall indicate at least the part(s) of the Goods and Related Services to be supplied by each member.

4.2 The Bidder shall not have a conflict of interest. The Bidder shall be disqualified under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the Contract unless the conflict has been resolved in a manner acceptable to JICA.

(a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract.

(b) A firm that has a close business relationship with a professional staff of the Borrower (or the Project Executing Agency, or the Purchaser), who are directly or indirectly involved in any part of: (i) the preparation of the

Prequalification Document (if any prepared) and/or the Bidding Document for the Contract, (ii) the Bid evaluation, or (iii) the prequalification evaluation (if any conducted) and/or the supervision of such contract, shall be disqualified.

(c) Based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually as a single firm or as a member of a JV. However, this does not limit a firm (including its affiliate) participating in one Bid individually or as a member of a JV and at the same time, the firm (including its affiliate) participating in other Bids as a subcontractor but NOT acting as a specialized subcontractor (refer to ITB16.5). A firm (including its affiliate) acting as a specialized subcontractor or as a subcontractor in any Bid may participate in other Bids as a specialized subcontractor or as a subcontractor. (Refer to "the Guidelines for Procurement under Japanese ODA Loans (Ver.1.1, April 2012)", CL 1.07(3), Notes 3).

(d) A firm having any other form of conflict of interest other than (a) through (c) above shall also be disqualified.

4.3 The Bidder shall meet the requirements as to eligibility of the Bidders as specified in Section V, Eligible Source Countries of Japanese ODA Loans.

4.4 The Bidder that has been determined to be ineligible by JICA in accordance with ITB 3 shall not be eligible to be awarded a Contract.

4.5 The Bidder shall provide such evidence of its continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Service

5.1 The goods and services comprising the Goods and Related Services to be supplied under the Contract and financed by JICA shall meet the requirements specified in Section V, Eligible Source Countries of Japanese ODA Loans.

B. Contents of Bidding Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria (EQC)
- Section IV. Bidding Forms
- Section V. Eligible Source Countries of Japanese ODA Loans

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Contract Forms

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

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the Bidding Document, responses to requests for clarification, or addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document, and to furnish with its Bid all information and documentation as is required by the Bidding Document. The information or documentation shall be complete, accurate, current, and verifiable.

7. Clarification of Bidding Document

7.1 The Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Document, the Purchaser shall amend the Bidding Document following the procedure under ITB 8 and ITB 22.2.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Purchaser in accordance with ITB 6.3. If so **specified in the BDS**, the Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1

8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language

of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Letter of Bid, in accordance with ITB 12.1;

(b) completed Schedules, in accordance with ITB 12.1 and 14, including completed Price Schedule, and completed Schedule of Adjustment Data (if any required in accordance with ITB 14.7);

(c) Bid Security, in accordance with ITB 19;

(d) Power of Attorney authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2 and ITB 20.3;

(e) copy of the JV Agreement, or letter of intent to enter into a JV including a draft agreement in the case of a Bid submitted by a JV in accordance with ITB 4.1;

(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted;

(g) documentary evidence in accordance with ITB 16 establishing that the Goods and Related Services conform to the Bidding Document;

(h) Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative; and

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

12. Letter of Bid and Price Schedules

12.1 The Bidder shall complete the Letter of Bid, the Price Schedules and the Schedule of Adjustment Data (only if required in ITB 14.7) using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 **If so specified in the BDS**, alternative Bids will be permitted, and the Bidders, wishing to offer technical alternatives to the Bid requirements, may in addition to the substantially responsive Bid (hereinafter referred to as "Base Bid"), submit an alternative Bid. The alternative Bid shall be complete with

all information necessary for a complete evaluation of the alternative by the Purchaser.

Only the alternative Bids, if any, submitted by the Bidder whose Base Bid is determined to be the lowest evaluated Bid under ITB 36.1 shall be considered by the Purchaser.

14. Bid Prices and Discounts

14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Price Schedule shall conform to the requirements specified below.

14.2 The Bidder shall list out and price in the Price Schedule, all items in the Schedule of Requirements. Items not listed or items against which no rate or price is entered by the Bidder shall be deemed covered by the prices for other items in the Price Schedule and will not be paid for separately by the Purchaser.

For the purpose of evaluation, any item against which no price is entered by the Bidder shall be assumed to be not included in the Bid. However, provided that the Bid is determined to be substantially responsive notwithstanding this omission, the average price of the item quoted by the substantially responsive Bidders will be added to the Bid Price and the total cost of the Bid so determined will be used for price comparison.

14.3 The latest edition (as of the Base Date) of Incoterms, published by the International Chamber of Commerce shall govern.

14.4 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. Prices shall be entered in the following manner:

(a) For Goods supplied from within the Purchaser's country:

(i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; and

(ii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS**.

(b) For Goods supplied from outside the Purchaser's country:

(i) the price of the Goods quoted CIP (named place of destination), in the Purchaser's country, **as specified in the BDS**; and

(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS**.

(c) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in Section VI, Schedule of Requirements: the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.5 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Bid may result in the rejection of the Bid.

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

14.7 **Unless otherwise specified in the BDS** and the Conditions of Contract, the rates and prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and/or weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Purchaser may require the Bidder to justify its proposed indices and weightings.

14.8 **If so specified in BDS 1.1,** Bids are being invited for multiple lots. The Bidders wishing to offer any discounts (including price reduction) for the award of more than one lot shall specify in their Letter of Bid, discounts applicable to such award. Discounts

shall be submitted in accordance with ITB 14.6, provided that the Bids for all lots are opened at the same time.

14.9 **Unless otherwise provided in the BDS**, all duties, taxes, and other levies payable by the Supplier under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The currency (lies) of the Bid shall be, **as specified in the BDS**. Payment of the Contract Price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of the successful Bidder.

15.2 The Bidders may be required by the Purchaser to justify, to the Purchaser's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data (if required in accordance with ITB 14.7) are reasonable.

16. Documents Establishing the Conformity of the Goods and Related Services

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

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

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

16.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of

Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

16.5 The Bidder may propose to subcontract supply of any Goods and Related Services for which experience of proposed subcontractors indicated in Section III, Evaluation and Qualification Criteria 2.4.3 (specialized subcontractor). In such a case,

(a) the Bidder may list one or more subcontractor(s) against any of the production and sales of Goods offered. Quoted rates and prices will be deemed to apply whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted;

(b) the Bidder shall clearly identify the proposed specialized subcontractor(s) in Form ELI-3, Form EXP-3 and Form MAN in Section IV, Bidding Forms and submit the Schedule of Subcontractors, as part of its Technical Proposal, listing out all subcontractors so proposed including information establishing compliance with the requirements specified by the Purchaser; and

(c) substitution of the proposed subcontractor(s) shall not be allowed after the Bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1.

16.6 **If required in the BDS**, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the Contract) represented by an agent If required in the BDS, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the Contract) represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

17. Documents Establishing the Qualifications of the Bidder

17.1 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

The aforementioned Evaluation and Qualification Criteria contains, among other things, the requirements as to eligibility specified in ITB 4.

18. Period of Validity of Bids

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

18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

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

(a) In the case of fixed price contracts, the Contract Price shall be the Bid Price adjusted by the factor **specified in the BDS**.

(b) In the case of adjustable price contracts, no adjustment shall be made.

In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the effect of the adjustment indicated in the above paragraph.

19. Bid Security

19.1 The Bidder shall furnish, as part of its Bid, a Bid Security in the amount and currency **specified in the BDS**.

19.2 The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable standby letter of credit;

(c) a cashier's or certified check; or

(d) another security **specified in the BDS**

From a reputable source. If the unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

19.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 42.

19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

19.6 The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 41; or

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

19.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13.1, shall be clearly marked "ALTERNATIVE BID - ORIGINAL."

In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them "COPY." Copies of Alternative Bids if any, shall be clearly marked "ALTERNATIVE BID - COPY."

In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall be in the form of a Power of Attorney included in the Bid. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

20.3 A bid submitted by a JV shall be signed by an authorized representative of the JV accompanied by a Power of Attorney from each member of the JV giving that authorized representative the power to sign on their behalf and legally bind them all. Such power shall also be given by a person duly authorized to do so on behalf of each member evidenced by a Power of Attorney.

20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

20.5 The Bidders shall clearly mark "CONFIDENTIAL" any information which they regard as confidential to their business. Such information may include proprietary information, trade secrets, or commercial or financially sensitive information.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose:

(a) in a sealed envelope, duly marked as "ORIGINAL", all documents comprising the Bid, as described in ITB 11;

(b) in sealed envelopes, duly marked as "COPY", all required copies of the Bid, sequentially numbered; and

(c) if alternative Bids are permitted in accordance with ITB 13.1, and if relevant:

(i) in an envelope marked "ALTERNATIVE BID - ORIGINAL", the alternative Bid; and

(ii) in the envelope marked "ALTERNATIVE BID - COPY", all required copies of the alternative Bid, sequentially numbered.

These envelopes (inner envelopes) containing the original and the copies shall then be enclosed in one single envelope (outer envelope).

21.2 The inner and outer envelopes shall be:

(a) clearly marked with the name and address of the Bidder;

(b) addressed to the Purchaser in accordance with ITB 22.1; and

(c) Clearly marked with the specific identification of this bidding process **specified in BDS 1.1**.

21.3 The outer envelopes and the inner envelopes containing the Bid shall be clearly marked with a warning "NOT TO BE OPENED BEFORE THE TIME AND DATE FOR THE BID OPENING", in accordance with ITB 25.1.

21.4 The inner envelopes containing the alternative Bids, if any, shall be clearly marked with a warning "NOT TO BE OPENED UNTIL ADVISED BY THE PURCHASER", in accordance with ITB 13.1.

21.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.**

22.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in

accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted and prior to the deadline for submission of Bids, by sending a written notice, duly signed by an authorized representative, and shall include a copy of the Power of Attorney in accordance with ITB 20.2 and ITB 20.3. The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective outer envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) Received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1 Except in the cases specified in ITB 23 and ITB 24, the Purchaser shall publicly open and read out in accordance with ITB 25.5 all Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of the Bidders' designated representatives and anyone who choose to attend. Alternative Bids, if any, shall remain unopened in accordance with ITB 13.1.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains

a valid authorization to request the withdrawal and is read out at Bid opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, which are to be returned to the Bidder unopened. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids, both Original as well as Modification, are to be opened and read out at Bid opening.

25.5 Next, all other envelopes shall be opened one at a time, reading out:

(a) the name of the Bidder;

(b) whether there is a withdrawal, substitution, or modification;

(c) the total Bid Price including any discount, and in the case of bidding for multiple lots, the total price for each lot together with the sum of the total price for all lots including any discounts;

(d) whether there is an alternative Bid without opening its envelope;

(e) the presence or absence of a Bid Security; and

(f) Any other details as the Purchaser may consider appropriate.

Only Bids and Bid discounts read out at Bid opening shall be considered for evaluation. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid at the Bid opening (except for late Bids, in accordance with ITB 23.1).

25.6 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:

(a) the name of the Bidder;

(b) whether there is a withdrawal, substitution, or modification;

(c) the total Bid Price including any discount, and in the case of bidding for multiple lots, the total price for each lot together with the sum of the total price of all lots, including any discounts;

(d) whether there is an alternative Bid; and

(e) The presence or absence of a Bid Security.

The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids in time and to JICA.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the evaluation of Bids and recommendation of Contract award shall not be disclosed to the Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.

The use by any Bidder of confidential information related to this bidding process may result in the rejection of its Bid.

26.2 Any attempt by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation and comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought,

offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.

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

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

29. Preliminary Examination of Bids

29.1 The Purchaser shall examine Bids to confirm that all documents and information requested in ITB 11.1 have been provided, and to determine the completeness of each document submitted.

29.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

(a) Letter of Bid;

(b) Power of Attorney to commit the Bidder;

(c) Bid Security; and

(d) Price Schedules

30. Qualification of the Bidders

30.1 The Bidder shall substantially meet or exceed the specified qualification requirements. The Purchaser shall determine to its satisfaction whether the Bidders meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Bids. Instead of determining the qualification of all the Bidders, the Purchaser may choose to carry out the assessment of the qualification criteria specified in Section III, Evaluation and Qualification Criteria,

only for the Bidder who submitted the lowest evaluated and substantially responsive Bid.

30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. For the purposes of this determination, only the qualification of the legal entity (ies) comprising the Bidder shall be considered. In particular, the qualifications of affiliated entities (such as the parent company (ies), group companies, subsidiaries or other affiliates) shall not be considered unless they are parties to the Bidder under a JV in accordance with ITB 4.1 or as specialized subcontractors to be employed in accordance with ITB 16.5 for the production and sales of Goods offered listed in Section III, Evaluation and Qualification Criteria 2.4.3.

30.3 The Purchaser reserves the right to waiver minor (nonmaterial) deviations in the qualification criteria if they do not materially affect the technical capability and financial resources of the Bidder to perform the contract.

30.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid.

If the assessment of the Bidder's qualification was conducted only for the lowest evaluated Bidder, in accordance with ITB 30.1, and the result of such assessment is negative, the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination.

30.5 The subcontractors proposed by the Bidder in its Bid shall meet the eligibility requirements of ITB 4.

Furthermore, if the specialized subcontractor proposed in accordance with ITB16.5 does not meet the corresponding criteria specified in Section III, Evaluation and Qualification Criteria 2.4.3, the Bidder who proposed such a specialized subcontractor shall be disqualified.

31. Determination of Responsiveness of Bids

31.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.1.

31.2 For the purpose of this determination, a substantially responsive Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would

(i) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or

(b) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

31.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and Section III, Evaluation and Qualification Criteria, in particular, to confirm that all requirements of Section VI, Schedule of Requirements have been met without any material deviation, reservation or omission.

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

32. Nonmaterial Nonconformities

32.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities (deviation, reservation or omission) in the Bid.

32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of

the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. Adjustment to the rates and prices of the Price Schedule shall be made in accordance with ITB 14.2.

33. Correction of Arithmetical Errors

33.1 Provided that the bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) where there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) Where there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33.2 The Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 33.1, shall result in the rejection of the Bid.

34. Conversion to Single Currency

34.1 For evaluation and comparison purposes, the currency (ies) of the Bid shall be converted into a single currency **as specified in the BDS.** The Purchaser will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 33, is denominated to the single currency identified above at the selling rates established for similar transactions by the authority **specified in the BDS** and on the date **stipulated in the BDS**.

35. Evaluation of Bids

35.1 To evaluate a Bid, the Purchaser shall consider the following:

(a) The Bid Price as quoted in accordance with ITB 14;

(b) Price adjustment for correction of arithmetic errors in accordance with ITB 33.1;

(c) Price adjustment due to discounts offered in accordance with ITB 14.6;

(d) The additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.

(e) Price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 32.3; and

(f) Converting the amount resulting from applying (a) to (e) above, if relevant, to a single currency in accordance with ITB 34.

35.2 If price adjustment is allowed in accordance with ITB 14.7, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

35.3 In the case of bidding for multiple lots, the lowest evaluated price of the lot(s) shall be determined as specified in Section III, Evaluation and Qualification Criteria.

35.4 The Purchaser's evaluation of a Bid will exclude and not take into account:

(a) sales and other similar taxes, which will be payable on the Goods and Related Services if a Contract is awarded to the Bidder;

(b) customs duties and other import taxes levied on the imported Goods and Related Services, which will be payable on the Goods and Related Services if the Contract is awarded to the Bidder; and

(c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.

36. Comparison of Bids

36.1 The Purchaser shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 35.1 to determine the lowest-evaluated Bid.

36.2 In the event of identification of a potentially abnormally low Bid, the Purchaser shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding Document.

After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Purchaser shall reject the Bid.

For the purposes of this ITB 36.2, an abnormally low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.

37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

37.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.

F. Award of Contract

38. Award Criteria

38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39 Purchaser's Right to Vary Quantities at Time of Award

39.1 At the time of award of the Contract, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS,** and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

40. Notification of Award

40.1 Prior to the expiration of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of the Goods and Related Services (hereinafter and in the Conditions of Contract and Contract Forms called "the Accepted Contract Amount").

40.2 After a Contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:

(a) name of each Bidder who has submitted a Bid;

(b) Bid Prices as read out at Bid opening;

(c) name and address of the successful Bidder; and

(d) signing date and amount of the Contract.

40.3 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

41. Signing of Contract

41.1 Promptly upon notification, the Purchaser shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

42. Performance Security

42.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section IX Contract Forms, or another form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's country.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall

constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

43. Notification to Unsuccessful Bidders and Debriefing

43.1 As promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 42, the Purchaser shall notify all unsuccessful Bidders of the results of the bidding.

43.2 After receipt of the Purchaser's notification pursuant to ITB 43.1 above, unsuccessful Bidders may request in writing to the Purchaser a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who requests a debriefing in accordance with this Clause.

Section II. Bid Data Sheet

Bid Data Sheet

<table>
<tr><th colspan="2">A. General</th></tr>
<tr><td>ITB 1.1</td><td>The number of the Invitation for Bids is: AHIDMS/JICA/P&C/Equipment/Endoscopy/2026/03

The Purchaser is: Director of Medical Education, Medical Education and Research Department, Govt. of Assam on behalf of Project Director, Assam Health Infrastructure Development and Management Society, Assam.

The Project is: Assam Health System Strengthening Project (AHSSP)

The name of the Contract is: Supply, Installation and Commissioning of Video Endoscopy and EBUS Systems for AMCH, GMCH, DMCH, SMCH, FAAMCH and TMCH in ASSAM.

Project for which the Bid are being invited are as indicated in the table below:
<table>
<tr><th>Lot Number</th><th>Contract Name</th></tr>
<tr><td>Lot 1</td><td>ERCP with UGI and LGI Endoscopy System</td></tr>
<tr><td>Lot 2</td><td>Upper GI and Lower GI Endoscopy System</td></tr>
<tr><td>Lot 3</td><td>Upper GI Endoscopy System</td></tr>
<tr><td>Lot 4</td><td>E-Bus System</td></tr>
</table></td></tr>
<tr><td>ITB 2.1</td><td>The Borrower is: Government of India
The number of the JICA Loan Agreement is: ID-P302
The amount of a Japanese ODA Loan is: 45605 million Japanese Yen
The signed date of the Loan Agreement is: 31st March, 2022</td></tr>
<tr><td>ITB 2.2</td><td>The applicable Guidelines for Procurement under Japanese ODA Loans are those published in: April 2012</td></tr>
<tr><td>ITB 2.3</td><td>The other sources of finance are: Government of Assam
The Purchaser i.e. Government of Assam will finance the CMC charges</td></tr>
<tr><td>ITB 3.1(b)</td><td>The list of ineligible firms and individuals is available at the JICA’s website: www.jica.go.jp/english/our_work/compliance</td></tr>
<tr><td>ITB 3.1(c)</td><td>The list of debarred firms and individuals is available at the World Bank’s website: www.worldbank.org/debarr</td></tr>
<tr><th colspan="2">B. Contents of Bidding Document</th></tr>
<tr><td>ITB 4.6</td><td>Add the following at the end of Clause 4.5 Eligibility Criteria:

(a) 4.5 Eligibility Criteria</td></tr>
</table>

	(a) The bidder shall be either: (i) the Original Equipment Manufacturer (OEM); or (ii) An Authorized Representative or channel partner having tie-up at national or international level of the OEM, duly appointed and recognized for representation at the national or international level. (b) In the case of Authorized Representatives or channel partners, the bidder shall submit: • A valid and current authorization letter issued directly by the OEM, clearly stating the bidder's authorization to participate in this tender; and • Documentary evidence confirming the OEM's continued engagement with the bidder for the supply, installation, and aftersales service of the quoted equipment.
ITB 5.2	Add the following at the end of clause 5.1: - **5.2 Eligibility of bidders from specified countries** 5.2.1 Restrictions Based on Land Borders (i) Orders issued by Department of Expenditure, Ministry of Finance, Govt. of India (Order No. F-7/10/2021-PPD (1) Dated 23.02.2023) or any other latest order on the subject matter; also referred to as "the Order" in this clause, restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement. (ii) Any bidder from a country that shares a land border with India[1], excluding countries as listed on the website of the Ministry of External Affairs[2], to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this bidding Document only if Bidder is registered[3] with the Competent Authority i.e. Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Form ELI -1: Bidder Information Form. (iii) Further, any bidder (including bidder from India)who has a specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The provisions of requirement of registration of

bidders and of other relevant provisions of Specified Transfer of Technology (ToT) arrangement as per the Order at Para 5.2.1(i) shall apply to this Bidding Document (Applicable to all bidding documents issued after 01.04.2023). Bidders shall enclose the certificate in Form ELI -1: Bidder Information Form**.**

(iv) The provision of the Order on restrictions based on land borders will not be applicable for cases mentioned herein under:

A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

B. This order shall not apply to procurement by Indian missions and by offices of government agencies/undertakings located outside India.

C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

5.2.2 Compliance with Above Restrictions

1) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form ELI -1: Bidder Information Form.

2) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.

	Definitions: 3) "Bidder'' for the purpose of the Order (including the term 'Bidder', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process. 4) "Bid/Tender'' for the purpose of the Order will include other forms of procurement, except where the context requires otherwise. 5) *''Transfer of Technology"* means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.(Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.) 6) *"Specified Transfer of Technology"* means a transfer of technology in the sectors and/or technologies, specified in the order. 7) "Bidder (or entity) from a country which shares a land border with India" for the purpose of the order means: - a) An entity incorporated, established, or registered in such a country; or b) A subsidiary of an entity incorporated, established, or registered in such a country; or c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium/ joint venture where any member falls under any of the above 8) The beneficial owner shall mean: (a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical persons, has a controlling ownership interest or who exercises control through other means. *Explanation-*

	(i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital, or profits of the Company. (ii) “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements; (b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership. (c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; (d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official. (e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. 9) *"Agent'* for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons. [Note: i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order. ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.] 10) **Sensitive Sectors/ Technologies** (relevant only for the provisions on ToT arrangements):

	The Order may be referred for sectors/Technologies which have been identified as sensitive from the National Security Point of View. The bidder with ToT arrangement in any sensitive Sector/Technology with a country which shares a land border with India shall require registration as indicated in Para 5.2.1(iii) above. The Order may be referred for details of sensitive sectors/Technologies. 11) **Validity of Registration:** In respect of bids, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.
ITB 7.1	eProcurement Portal for submission of request for clarification: *www.assamtenders.gov.in* Also, for physical submission of Request for clarification, the Purchaser's address is: Attention: Ranveer Bora (Addl. DME) Mailing Address: O/O **Director of Medical Education, Khanapara, Six mile, Guwahati-22, Assam**, INDIA-781022 Email: pd-ahidms@assam.gov.in, dmeassam@gmail.com Responses to any request for clarification, if any, will be published on the Assam E procurement portal as indicated below. Web Page: www.assamtenders.gov.in.
ITB 7.1	a. A pre-bid meeting will take place at the following date, time and place: Date: **09-03-2026** Time: 12:00 PM Place: O/O **Director of Medical Education, Khanapara, Six mile, Guwahati-22, Assam**, INDIA-781022, E-Mail: pd-ahidms@assam.gov.in, dmeassam@gmail.com b. The purpose of the meeting will be to clarify the issues and answer question on any matter that may be raised at that stage. c. The bidder is requested to submit any questions in writing or by cable to reach the purchaser not later than one week before the meeting. d. Response to the questions raised (without identifying the source of enquiry) will be published within a reasonable time on the Assam E procurement portal www.assamtenders.gov.in. Non-attending of the pre -bid meeting will not be cause for disqualification of a bidder.

ITB 8.2	Addenda, if any, will be published on the Assam E procurement portal www.assamtenders.gov.in.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.1(i)	The Bidder shall submit the following additional documents in its Bid: i. The Bidders who are OEM must give undertaking for supply of spare parts for a period of the expected life of the machine/equipment. Other Bidders must submit undertakings from their OEM to supply spare parts for a period of the expected life of the machine/equipment.
ITB 13.1	Alternative Bids will not be permitted.
ITB 14.4 (a)(iii) and (b)(ii)	"Final destination (Project Site)": **As per below Schedule VI Para 1.1**: **Consignee wise Quantity Distribution**
ITB 14.4 (b)(i)	Place of destination: **As per below Schedule VI Para 1.1**: **Consignee wise Quantity Distribution**
ITB 14.7	The prices quoted by the Bidder shall be: Fixed
ITB 14.9	There is no exemption or reimbursement on taxes and duties for the project. The Contractor shall be responsible for including all duties, taxes (except GST), and other statutory levies payable under the Contract in the Bid Price. In the event of any change in the rate of GST, necessary adjustments shall be effected in the invoice statements There is no exemption or reimbursement on taxes and duties for the project. The Contractor shall be responsible for including all duties, taxes (except GST), and other statutory levies payable under the Contract in the Bid Price. In the event of any change in the rate of GST, necessary adjustments shall be effected in the invoice statements
ITB 15.1	The currency(ies) of the Bid shall be as described below: (a) Goods supplied from within the Purchaser's country shall be quoted in INR, referred to as "the local currency", to TWO decimal place(s); and (b) Goods supplied from outside the Purchaser's country shall be quoted in the following currency(ies) (referred to as "the foreign currency(ies)"): (i) Japanese Yen (JPY), with no decimal places; and/or (ii) US Dollars (USD) to Two decimal place(s); (c) Related Services, other than inland transportation and other services required to convey the Goods to their final destination, shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred.
ITB 16.3	(i) Period of time the Goods are expected to be functioning (for the purpose of spare parts): 10 years (ii) **Prices of Other Spares usually needed for Maintenance**

	The Bidders shall also quote in their financial bids the indicative prices of crucial spares and their quantities estimated to be required for maintenance of equipment. This information is for future spares ordering, and the prices would not be added to the bid amount. The Bidders who are OEM must give undertaking for supply of spare parts for a period of the expected life of the machine/equipment. Other Bidders must submit undertakings from their OEM to supply spare parts for a period of the expected life of the machine/equipment. In this connection, GC/PC-11.4 (Spare Parts) shall also be applicable.
ITB 16.6	The Bidder is required to be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations.
ITB 16.7	Add the following at the end of Clause 16.6 Manufacturer's Authorization is: Required as per proforma in Section IV. Bids from agents/non-manufacturer bidder without proper Manufacturer Authorization shall be treated as non-responsive.
ITB 18.1	The Bid validity period shall be 120 days.
ITB 18.3(a)	The local and foreign currency portions of the Contract price shall be adjusted by using the following formula: $$\mathrm{BP_A} = \mathrm{BP_0}\left(1 + \frac{\mathrm{DP} \times \mathrm{AF}}{365}\right)$$ Where: "$\mathrm{BP_A}$" is the local (or foreign) portion of Bid Price as adjusted for the delay in award of the Contract. "$\mathrm{BP_O}$" is the local (or foreign) portion of Bid Price as stated in the Letter of Bid. "DP" is the period of delay, calculated as a number of days between the award date and the date, fifty-six (56) days after the expiry date of the initial bid validity period "AF" is: (a) in the case of the local currency, the average annual consumer inflation of the Purchaser's country, calculated from the data officially released by the relevant authority of the Purchaser's country, responsible for release of such data, considering the period of past three (3) years from the date, one (1) month prior to the award date. (b) in the case of the foreign currency, the average annual consumer inflation of the country of the foreign currency, calculated from the data officially released by the relevant authority of that country, responsible for release of such data, considering the period of past three (3) years from the date, one (1) month prior to the award date.

<table>
<tr><td>ITB 19.1</td><td>The amount and currency of the Bid Security shall be
<table>
<tr><th>Lot NO.</th><th>Amount of Bid Security in INR</th><th>Amount of Bid Security in USD</th></tr>
<tr><td>Lot 1</td><td>16,68,000</td><td>20,090</td></tr>
<tr><td>Lot 2</td><td>5,20,000</td><td>6,260</td></tr>
<tr><td>Lot 3</td><td>3,81,000</td><td>4,590</td></tr>
<tr><td>Lot-4</td><td>2,95,000</td><td>3,550</td></tr>
</table></td></tr>
<tr><td>ITB 19.2(d)</td><td>Other types of acceptable securities:
Fixed Deposit/Time Deposit certificate is pledged in favor Director of Medical Education, Assam, Six mile, Khanapara, Guwahati-781022. (Implementing agency) and such pledging has been noted and suitably endorsed by the bank issuing the certificate.
Bidder has to submit the ORIGINAL of the Bid Security before the bid submission end date & time, failing to which bid of the bidder shall be rejected out rightly and bid shall not be opened.</td></tr>
<tr><td>ITB 20.1</td><td>One set hard copy of Technical Bid to be submitted/ dropped in the tender box in the office at Director of Medical Education, Assam, Six mile, Khanapara, Guwahati-781022 during the office hours on or before the last date of submission of the e-bid. In case of any discrepancy between the hard copy of the technical bid and the technical bid as uploaded in the e-procurement portal, the technical bid as uploaded in the e-procurement portal shall supersede. Financial bid should not be submitted offline.</td></tr>
<tr><td colspan="2">D. Submission and Opening of Bids</td></tr>
<tr><td>ITB 21.1</td><td>Additional Instructions:
1. To participate in the E-Bid submission for Health Infrastructure Development & Management Society (AHIDMS) funded by JICA, it is mandatory for the bidders to get their firms registered with Portal www.assamtenders.gov.in.

2. The bidders are required to submit soft copies of their bids electronically on the Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Portal.
3. REGISTRATION:

a) Bidders are required to enroll on the e-Procurement module of the Assam e-procurement Portal (URL: www.assamtenders.gov.in) by clicking on the link “Online Bidder Enrolment” on the Portal which is free of charge.

b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</td></tr>
</table>

c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Portal.

d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.

e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

f) Bidders can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

4. SEARCHING FOR BIDDING DOCUMENTS:

a) There are various search options built in the Portal, to facilitate bidders to search active tenders/bidding documents by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders/bidding documents, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a bidding document published on the Portal.

b) Once the bidders have selected the tenders/bidding documents they are interested in, they may download the required documents/tender schedules. These tenders/bidding documents can be moved to the respective 'My Tenders' folder. This would enable the Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the bidding document.

c) The bidder should make a note of the unique Tender ID assigned to each tender/bidding document; in case they want to obtain any clarification/help from the Helpdesk.

5. PREPARATION OF BIDS:

a) Bidder should take into account any corrigendum published on the Bidding document before submitting their bids.

b) Bidder is advised to go through the bid advertisement/NIT and the Bidding document carefully to understand the documents required to be submitted as part of the bid. Bidder may please note the number of covers in which the bid documents have to be submitted, the number of documents –

including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

c) Bidder, in advance, should get ready the bid document to be submitted as indicated in the Bidding document/schedule and generally, they can be in PDF/XLS/RAR/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

6. SUBMISSION OF BIDS:

a) Bid can be submitted only during validity of registration of bidder with Assam E-Procurement Portal through website www.assamtenders.gov.in.

b) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

c) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the bidding document.

d) Bidder has to select the payment option as "online" to pay the cost of bidding document and as "offline" EMD/Bid Security as applicable and enter details of the instruments.

e) Bidders should prepare the financial instruments of the Cost of Bidding Documents and EMD/Bid Security as per the instructions specified in Bid Data Sheet. The original of EMD/Bid Security should be posted/couriered/given in person to the concerned official, so as to reach before the bid submission end date & time. The details of the EMD/Bid Security, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. If the date of issue of EMD/Bid Security, physically sent, is on or before the bid submission end date, the same shall also be accepted even if the details are different from the scanned copy uploaded along with the bid. Otherwise, the uploaded bid will be rejected.

	f) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the bidding documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the green coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected. g) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. h) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. i) The uploaded bidding documents become readable only after the bid opening by the authorized bid openers. j) Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid ID to the bid. A bid summary will be displayed with the bid ID and the date & time of submission of the bid with all other relevant details. k) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings. l) Bidder who has downloaded the Bidding document from Assam e-Procurement Portal through website *www.assamtenders.gov.in* shall not tamper/modify the bidding document form including downloaded Price Bid Template in any manner. In case if the same is found to be tampered/modified in any manner, bid will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with Assam Health Infrastructure Development & Management Society (AHIDMS).

7. ASSISTANCE TO BIDDERS:

a) Any queries relating to the process of online bid submission or queries relating to Portal in general may be directed to the 24x7 Portal Help Desk Number 1800 2121 18866(Ext. 2), 0361- 234 7144, 234 7188, Timing: 10:00 hrs to 17:00 hrs, except 2nd & 4th Saturday, all Sundays and Government Holidays; Mobile: 91-9707826754

b) Bidders' information useful for submitting online bids on the Portal may be obtained at: www.assamtenders.gov.in

c) It is mandatory for all bidders to have Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link *https://www.cca.gov.in*

d) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.

e) In case the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 20 of ITB are different, even then all the terms and conditions of the bidding document will be binding upon the bidder.

8. PREPARATION AND SUBMISSION OF BIDS:

a) Bidding document may be downloaded from Assam e-procurement portal and from Health Infrastructure Development & Management Society (AHIDMS) website: https://ahidms.assam.gov.in/ under the link 'Tender' well before the deadline for submission of bids. The bids along with the information and documents specified in bidding document, shall be submitted online following the instructions appearing on the screen.

Users are requested to map their system as per the System settings available on the link www.assamtenders.gov.in .

b) After downloading/getting the bidding document/schedules from *www.assamtenders.gov.in* the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the bid submission manual available on Portal *www.assamtenders.gov.in*

c) Bidders may ensure that all the pages of the documents mentioned in Clause 11 & 21.7 of ITB & Bid Data Sheet must be signed & stamped by authorized signatory and serially numbered. In case, it is found that bidder

	has not complied with the same, the documents shall be deemed to be signed and stamped as this is a digitally signed e-bid. d) The bids shall be submitted online following the instructions appearing on the screen. Bidders may insert their e-Token/Smart Card in their computer and Log onto Portal *www.assamtenders.gov.in* using the User-Id and Password chosen during registration. Then they may enter the password of the e-Token/Smart Card to access the DSC. e) Prior to bid submission, bidder should get ready with the documents to be uploaded as part of the bid as indicated in the bidding document/schedule. Generally, they can be in Excel/PDF/RAR/JPG formats. No other format is accepted. If there is more than one PDF document, then they can be clubbed together in a Zip file for uploading. There is no limit for uploading file. Bids shall be submitted online only at Assam e-procurement website *www.assamtenders.gov.in* Bidder/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Bidder for the e-submission of the bids online through the e-procurement Portal at *www.assamtenders.gov.in*. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Intending Bidders are advised to visit Website *www.assamtenders.gov.in* till the specified date and time of opening of bid to check if there is any extension of deadline of submission of bid.
21.6	Add the following at the end of ITB Clause 21.5 One Set of hardcopy of Technical Bid (One original and One Copy) shall be submitted as under : Technical Bid shall comprise the Bank Guarantee/ Fixed Deposit/Time Deposit certificate for EMD sealed in a separate inner envelope-1 marking the envelope as "EMD" and in another inner separate envelope-2 marking the envelope as "Technical bid" comprising the documents as outlined in ITB 21.7 (b). These two inner envelopes shall then be sealed in an outer envelope as **ORIGINAL & COPY** to be named as "**Technical Bid Supply, Installation and Commissioning of Video Endoscopy and Ebus System for AMCH, GMCH, LMCH, DMCH, JMCH, FAAMCH and TMCH in Assam.**" The inner envelopes and outer envelopes and the cover shall be addressed to the Purchaser at the following address: **Director of Medical Education, Khanapara, Guwahati on behalf of Project Director, AHIDMS, O/o The Project Director, *Assam Health Infrastructure Development & Management Society, Dept. of Medical Education & Research***

	Department, Govt. of Assam 4th floor, Nayantara Supermarket Complex, Six Mile, Guwahati, Assam, India-781022 Bear the project name, the invitation for bids (IFB) number and the words "Do not open before **05.00 PM on 09-04-2026**". *Note: Please specify the date of technical bid opening Envelope 1 of Technical Bid of all the Bidders signed as per ITB Clause 20 will be opened first and checked. If `/Bid Security is not furnished as per bidding document stipulations, the Envelope 2 Technical Bid will not be opened and the bid will be considered as non- responsive and rejected, unless the bidder has established that it is exempted from payment of Cost of Bidding Document and Earnest Money Deposit. The Envelope 2 (Technical Bid) of other Bidders who have furnished EMD/Bid Security and cost of Bidding document as per bidding document stipulations will then be opened.
ITB 21.7	Add the following at the end of ITB Clause 21.6 above a. The following are the documents to be placed in the Envelope 1 of (Technical Bid) :- i) EMD/Bid Security in accordance with ITB 19 ii) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20. b. The following are the documents to be placed in the Envelope 2 of (Technical Bid) :- i) Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative ii) Documentary evidence in accordance with ITB 5, that the Goods and Related Services to be supplied by the Bidder are of eligible origin iii) Documentary evidence in accordance with ITB 16 establishing that the Goods and Related Services conform to the Bidding Documents. iv) Documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted v) Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., E-mail Address of firm and the Managing Director / Partner / Proprietor. vi) Duly attested copy of License if any, approved by the concerned Licensing Authority vii) For Importers Photocopy of License renewed up to date. viii) Technical literature and other documents in support of the goods / services.

ix) A clause-by-clause commentary on the Purchaser's technical specifications demonstrating substantial responsiveness of the Goods and Services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

x) Copies of annual reports with audited balance sheet, profit and loss statement for the specified no. of years certified by the auditors.

xi) The bidders should submit Technical Specification compliance for all the proposed equipments as listed under section VI, Sl. No.3 in the following format:

Lot No.____, Name of Equipment:_____

Sl. No.	Technical Specifications	Compliance (Yes/No)	Supporting Technical Documents/Catalogue placed at page no. also provide the data sheet and detailed explanation
1			
2			

xii) All the technical specifications in the compliance statement must be supported by product catalogue/brochure/datasheet etc. and the Original literature from the bidder / OEM with numbering and flagging to establish proper linking with all certificates and associated documents.

ITB 22.1

Bid to be submitted online at the portal *www.assamtenders.gov.in*.

However, for Physical copy of Bid submission purposes only, the Purchaser's address is:

Director of Medical Education Khanapara, Guwahati, Assam, India-781022, on behalf of Project Director, AHIDMS, O/o the Project Director, Assam Health Infrastructure Development & Management Society, Dept. of Health & Family Welfare, Govt. of Assam 4th floor, Nayantara Supermarket Complex, Six Mile, Guwahati, Assam, India-781022

The deadline for Bid submission is:

Date**: 09-04-2026**

Time: 02:00 pm

ITB 25.1

The Technical Bid shall be opened online on:

Date: **09-04-2026**

Time: 05:00 pm

The financial bid shall be opened through the Assam E-procurement portal as follows :

The Bidders whose Technical Bids are found acceptable will be intimated through the Assam E-Procurement Portal alert as well as through email about the time and date of opening of the Financial Bid in the Assam Procurement portal.

E. Evaluation and Comparison of Bids

ITB 30.1

Delete the following text in ITB 30.1: -

	Instead of determining the qualification of all the Bidders, the Purchaser may choose to carry out the assessment of the qualification criteria specified in Section III, Evaluation and Qualification Criteria, only for the Bidder who submitted the lowest evaluated and substantially responsive Bid.
ITB 34.1	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: Indian Rupees (INR) The source of exchange rate shall be: Reserve Bank of India/ State bank of India. The date for the exchange rate shall be: the date of deadline for submission of bids.
ITB 35.1	**Add the following before the existing text in ITB 35.1** Financial Bid of Bidders whose Technical Bids are not found acceptable will not be opened. Such Bidders will be informed about non-acceptance of their Technical Bid through system generated Alerts of Assam e-procurement portal. The Bidders whose Technical Bids are found acceptable will be intimated through the Assam E-Procurement Portal alert as well as through email about the time and date of opening of the Financial Bid in the Assam e-Procurement portal. After opening of Financial Bids as mentioned above, all responsive bids (Qualified in technical bid) are evaluated with a view to select the lowest (L1) bidder - the lowest evaluated, bid which meets the eligibility/ qualification criteria and techno-commercial aspects. As part of evaluation of financial bid, written clarification from Lowest (L1) bidder including detailed price analysis of its Bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document may be sought by Purchaser.
F. Award of Contract	
ITB 39.1	The maximum percentage by which quantities may be increased is: 25% The maximum percentage by which quantities may be decreased is: 25% Rounded off to the nearest integer. However, for the Lots of quantities 1, 2 & 3, maximum quantity can be increased/decreased is 1

Section III. Evaluation and Qualification Criteria

Evaluation and Qualification Criteria

1. Evaluation

1.1 Evaluation Criteria

The evaluation consists of the following:

(a) Assessment of the qualification of the Bidder to perform the Contract satisfactorily, in accordance with ITB 30. The qualification criteria for the purpose of this assessment have been described in detail under item 2 (*Qualification*) below.

(b) Determination of the substantial responsiveness of the Bid in accordance with ITB 31.

Determination of the substantial responsiveness of the Bid may include, among other things, factors (other than the Bid Price quoted in accordance with ITB 14), which may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids in accordance with this Section III, Evaluation and Qualification Criteria.

(c) Evaluation of the Bid Price in accordance with ITB 35.

1.2 Other Evaluation Criteria (ITB 35.1(d))

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.4, one or more of the following factors as specified in ITB 35.1(d), using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in ITB14.3)

All the Goods and Related Services specified in the List of Goods and Related Services are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, List of Goods and Delivery Schedule. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment will be made, for evaluation purposes only, to the Bid Price of Bids offering deliveries shorter than the "Shortest Delivery Period" specified in Section VI, List of Goods and Delivery Schedule, as follows: **No**

(b) Deviation in Payment Schedule. **No**

(c) Cost of major replacement components, mandatory spare parts, and service. No

(d) Availability in the Purchaser's country of spare parts and after sales services for Goods offered in the Bid. - **Yes. An affirmative confirmation is required.**

(e) Projected operation and maintenance costs.

An adjustment to take into account the operation and maintenance costs of the Goods will be added to the Bid Price, for evaluation purposes only. The adjustment will be made as follows:

The comprehensive maintenance cost for 7 **years** after discounting to net present value at a discount rate of 8% per annum. Year wise CMC price should be submitted. **Bids without these charges will be considered as non-responsive.**

(f) Performance and productivity of the equipment. **No**

(g) Specific additional criteria **Nil**

1.3 Award Criteria for Multiple Lots (ITB 35.3) –

The Bidders have the option to bid for multiple lots of the Project in any combination. Bids for each lot or each combination of lots will then be evaluated taking into account discounts offered, if any, for the award of such multiple lots.

The lots will be awarded to the Bidder(s) offering the lowest evaluated cost to the Purchaser considering such discounts offered, subject to the selected Bidder(s) meeting the required qualification criteria for the award of such multiple lots.

2. Qualification

(I) Qualification of the Bidder but not of Bidder's Affiliates

It is the legal entity or entities comprising the Bidder (which is/are party to the Bidder under a JV or as specialized subcontractors to be employed listed in Sub-Factor 2.4.3 of this Section), and not the Bidder's parent company(ies), group companies, subsidiaries, or other affiliates, that must satisfy the qualification criteria.

(II) Exchange Rate for Qualification Criteria

Wherever a Form in Section IV, Bidding Forms, requires the Bidder to state a monetary amount, the Bidder should indicate the USD equivalent using the rate of exchange determined as follows:

(a) For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar or fiscal year, as applicable.

(b) Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source **identified in BDS 34.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Purchaser. Any error in determining the exchange rates may be corrected by the Purchaser.

(III) Qualification Criteria for Award of Multiple Lots –

Bidders are allowed to quote one or more lot(s)/contract(s) and each lot/ contract will be evaluated separately as per the criteria applicable for individual lot(s)/ contract(s). If the bidder quotes for more than one lot, the above criteria shall be cumulative.

In case the bidder fails to fully meet any of these criteria, it will be qualified only for those lot for which the bidder meets the above requirements and combination of the lots to be awarded to such bidders will be decided based on the lowest cost of the combination to the Purchaser. The decision of the buyer shall be final and binding on the bidder.

2.1 Eligibility

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.1.1	Nationality for	Nationality in accordance with ITB 4.3	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI –1 and 2[(i)] with attachments
2.1.2	Conflict of Interest for	No conflicts of interest in ITB 4.2	Must meet requirement	N/A	Must meet requirement [(ii)]	N/A	Letter of Bid
2.1.3	JICA Ineligibility for	Not having been declared ineligible by JICA, as described in ITB 4.4	Must meet requirement	N/A	Must meet requirement [(ii)]	N/A	Letter of Bid Form ACK

Notes for the Bidders

(i) ELI -2 is required only if the Bidder is a JV.

(ii) This requirement also applies to subcontractors if proposed by the Bidder under 2.4.3 below.

2.2 Historical Contract Non-Performance and Litigation

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.2.1	History of Non-Performing Contracts for	Non-performance of a contract (i) did not occur as a result of supplier's default since 1st January 2021.	Must meet requirement (ii)	N/A	Must meet requirement (ii)	N/A	Form CON
2.2.2	Pending Litigation for	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Bidder.	Must meet requirement (ii)	N/A	Must meet requirement (ii)	N/A	Form CON
2.2.3	Litigation History for	No consistent history of court orders (iii) against the Bidder since 1st January 2021.	Must meet requirement (ii)	N/A	Must meet requirement (ii)	N/A	Form CON

Notes for the Bidders

(i) Non-performance, as decided by the Purchaser, shall include all contracts:

(a) where non-performance was not challenged by the supplier, including through referral to the dispute resolution mechanism under the respective contract, and

(b) That were so challenged but fully settled against the supplier.

Non-performance shall not include contracts where Purchaser's decision was overruled by the dispute resolution mechanism. Moreover, non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

(ii) This requirement also applies to contracts executed by the Bidder as a JV member.

(iii) The Bidder shall provide accurate information on the related Bidding Form about any litigation resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of court orders against the Bidder or any member of a joint venture may result in failure of the Bid.

2.3 Financial Situation and Capabilities

<table>
<tr><th colspan="3">Eligibility and Qualification Criteria</th><th colspan="4">Compliance Requirements</th><th>Documentation</th></tr>
<tr><th rowspan="2">No.</th><th rowspan="2">Factor</th><th rowspan="2">Requirement</th><th rowspan="2">Single Firm</th><th colspan="3">Joint Venture (existing or intended)</th><th rowspan="2">Submission Requirements</th></tr>
<tr><th>All Members Combined</th><th>Each Member</th><th>One Member</th></tr>
<tr><td>2.3.1</td><td>Financial Performance</td><td>The bidder (manufacturer or principal of authorized representative – hereinafter referred simply as ‘The Bidder’) shall submit the financial statements for the last 5 years and must demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability.

As the minimum requirement, ‘The Bidder’s net worth calculated as the difference between total assets and total liabilities should be positive.</td><td>Must meet requirement</td><td>N/A</td><td>Must meet requirement</td><td>N/A</td><td>Form FIN –1 with attachments</td></tr>
<tr><td>2.3.2</td><td>Average Annual Turnover</td><td>Minimum average annual turnover of ‘The Bidder’ of amount mentioned in below table, calculated as total certified payments received for contracts in progress and/ or completed, within the last 5 years divided by 5 years.
Lot wise Turnover requirements are as follows:
<table>
<tr><th>Lot No.</th><th>Turnover Requirement in Crore INR</th></tr>
<tr><td>1</td><td>20</td></tr>
<tr><td>2</td><td>20</td></tr>
<tr><td>3</td><td>20</td></tr>
<tr><td>4</td><td>20</td></tr>
</table>
If ‘the bidder’ quotes for more than one lot, the above criteria shall be cumulative. In case the bidder fails to fully meet any of these criteria, it will be qualified only for those lot for which the bidder meets the above requirements and combination of the lots to be awarded to such bidders will be decided based on the lowest cost of the combination to the Purchaser. The decision of the buyer shall be final and binding on the bidder.</td><td>Must meet requirement</td><td>Must meet requirement</td><td>Must meet 25% of the requirement</td><td>Must meet 40% of the requirement</td><td>Form FIN –2</td></tr>
</table>

<table>
<tr>
<td>2.3.3</td>
<td>Financial Capabilities</td>
<td>‘The Bidder’ shall demonstrate, to the satisfaction of the Purchaser that it currently (as of the Bid submission deadline), it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as amount mentioned in below table for the subject contract(s) net of the Bidder’s all other commitments, both current and future.

Lot wise cash flow requirements are as follows:
<table>
<tr><td>Lot No.</td><td>Cash flow in Crore INR</td></tr>
<tr><td>1</td><td>6.67</td></tr>
<tr><td>2</td><td>2.08</td></tr>
<tr><td>3</td><td>1.53</td></tr>
<tr><td>4</td><td>1.18</td></tr>
</table>
If ‘The Bidder’ quotes for more than one lot, the above criteria shall be cumulative. In case the bidder fails to fully meet any of these criteria, it will be qualified only for those lot for which the bidder meets the above requirements and combination of the lots to be awarded to such bidders will be decided based on the lowest cost of the combination to the Purchaser. The decision of the buyer shall be final and binding on the bidder.</td>
<td>Must meet requirement</td>
<td>Must meet requirement</td>
<td>N/A</td>
<td>N/A</td>
<td>Form FIN –3 and FIN –4</td>
</tr>
</table>

2.4 Experience

<table>
<tr><th colspan="3">Eligibility and Qualification Criteria</th><th colspan="4">Compliance Requirements</th><th>Documentation</th></tr>
<tr><th rowspan="2">No.</th><th rowspan="2">Factor</th><th rowspan="2">Requirement</th><th rowspan="2">Single Firm</th><th colspan="3">Joint Venture (existing or intended)</th><th rowspan="2">Submission Requirements</th></tr>
<tr><th>All Members Combined</th><th>Each Member</th><th>One Member</th></tr>
<tr><td>2.4.1</td><td>General Experience</td><td>'The Bidder' should have continuous experience under supply contracts in the role of prime supplier (single firm or JV member) or subcontractor between 1st January 2021 and the Bid submission deadline.</td><td>Must meet requirement</td><td>N/A</td><td>Must meet requirement</td><td>N/A</td><td>Form EXP –1</td></tr>
<tr><td>2.4.2</td><td>Specific Experience</td><td>A minimum number of 1 (one) similar contract, of minimum supply and/or production capacity in Nos. as per below table (i) that have been satisfactorily completed(ii) as a prime supplier (single entity or JV member) (iii) between 1st January 2021 and Bid submission deadline by the 'The Bidder'.

Note:-''Similar contract" means a completed supply of the same make and model of equipment/goods as quoted here, carried out anytime between 1st January 2021 and the bid submission date, and matching the minimum quantity given in Table below. This can be done either in one contract or through several contracts of the same make/model adding up to the required quantity. The bidder should also have provided after-sales service during the warranty and maintenance period for those supplies.
Lot wise supply of similar contract capacity requirements are as follows:
<table>
<tr><th>Lot No.</th><th>Requirement</th></tr>
<tr><td>1</td><td>2</td></tr>
<tr><td>2</td><td>1</td></tr>
<tr><td>3</td><td>1</td></tr>
<tr><td>4</td><td>1</td></tr>
</table>
If 'The Bidder' quotes for more than one lot, the above criteria shall be cumulative. In case the bidder fails to fully meet any of</td><td>Must meet requirement</td><td>Must meet requirement</td><td>N/A</td><td>N/A</td><td>Form EXP –2 with attachment</td></tr>
</table>

<table>
<tr><td></td><td></td><td>these criteria, it will be qualified only for those lot for which the bidder meets the above requirements and combination of the lots to be awarded to such bidders will be decided based on the lowest cost of the combination to the Purchaser. The decision of the buyer shall be final and binding on the bidder. (vi)</td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>2.4.3</td><td>Production and Sales of Goods offered</td><td>(a) Goods offered by ‘The Bidder’ have been in production for at least 5 years; and

(b) a minimum of Quantity per year as per below table units of similar capacity (v) have been sold, between 1st January 2021 and the Bid submission deadline.

Lot wise production capacity requirements are as follows:
<table>
<tr><th>Lot No.</th><th>Production Capacity in Nos.</th></tr>
<tr><td>1</td><td>8</td></tr>
<tr><td>2</td><td>4</td></tr>
<tr><td>3</td><td>4</td></tr>
<tr><td>4</td><td>2</td></tr>
</table>
If ‘The Bidder’ quotes for more than one lot, the above criteria shall be cumulative. In case the bidder fails to fully meet any of these criteria, it will be qualified only for those lot for which the bidder meets the above requirements and combination of the lots to be awarded to such bidders will be decided based on the lowest cost of the combination to the Purchaser. The decision of the buyer shall be final and binding on the bidder. (vi)</td><td>Must meet requirement</td><td>Must meet requirement</td><td>N/A</td><td>Must meet requirement</td><td>Form ELI –3

Form EXP –3 with attachment
Form MAN
Schedule of Subcontractors</td></tr>
</table>

Applicability in Special Cases:

a) Authorized Representatives: Bids of bidders quoting as authorized representative of a principal manufacturer would also be considered to be qualified, provided:
   1) their principal manufacturer meets all the criteria above without exemption, and
   2) the principal manufacturer furnishes a legally enforceable tender-specific authorization in the prescribed form assuring full guarantee and warranty obligations as per the general and particular conditions of contract; and
   3) the bidder himself should have been associated, as authorized representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar goods.

<u>Notes for the Bidders</u>

(i) Summation of number of small supply and/or production contracts (less than the capacity specified under requirement) to meet the overall requirement will not be accepted.
(ii) Completion shall be evidenced by submission of copy of end-user certificates such as Taking-over Certificates and Completion Certificates as required to be submitted as attachment to Form EXP-2 or Form EXP-3 of Section IV, Bidding Forms.
(iii) For contracts under which the Bidder participated as a JV member, only the Bidder's share, by capacity, shall be considered to meet this requirement.
(iv) In case of a JV, the supply and/or production capacity of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum capacity of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum capacity of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members, each of capacity equal or more than the minimum capacity required, shall be aggregated.
(v) For contracts under which the Bidder participated as a JV member or subcontractor, only the Bidder's share, by capacity and role, shall be considered to meet this requirement.
(vi) The minimum experience requirement for award of multiple lots will be the sum of the minimum requirements for respective individual lots.

Section IV. Bidding Forms

Table of Forms

BF

Letter of Bid 71

Price Schedule 73
Schedule No. 1. Goods Supplied from Abroad (outside the Purchaser's Country) 74
Schedule No. 2. Goods Supplied from within the Purchaser's Country 75
Schedule No. 3. Related Services 76
Grand Summary 77
Schedule No. 4. Comprehensive Annual Maintenance Charges (CMC) 78
Schedule No. 5. List of Spares for Maintenance 79

Schedule of Subcontractors 80

Form MAN: Manufacturer's Authorization 81
Bidder's Qualification 82
Form ELI -1: Bidder Information Form 83
Form ELI -2: JV Member Information Form 85
Form ELI -3: Subcontractor Information Form 86
Form CON: Historical Contract Non-Performance and Litigation 87

Form FIN -1: Financial Situation 90
Form FIN -2: Average Annual Turnover 92
Form FIN -3: Financial Resources 93
Form FIN -4: Current Contract Commitments 94

Form EXP -1: General Experience 95
Form EXP -2: Specific Experience 96
Form EXP -3: Production and Sales of Goods offered 98

Form ACK: Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans 99

Form of Bid Security 100

Check-List for Bidders 103

[*Prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*]

Letter of Bid

Date	: [*insert date of Bid submission*]
IFB No.	: [*insert Invitation for Bid number*]
Project	: Assam Health System Strengthening Project (AHSSP)
Contract	: [*insert name of Contract*]

To: [*insert full name of Purchaser*]

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including addenda issued in accordance with Instructions to Bidders (ITB) 8: [*insert the number and issuing date of each addendum*];

(b) We, including subcontractors/suppliers for any part of the Contract, meet the eligibility requirements in accordance with ITB 4 and ITB 5.

(c) We, including subcontractors/suppliers for any part of the Contract, have no conflict of interest in accordance with ITB 4;

(d) We offer to execute in conformity with the Bidding Document and in accordance with the Delivery Schedules specified in the Schedule of Requirements, the following Goods and Related Services: [*insert a brief description of the Goods and Related Services*];

(e) Deleted

(f) The discounts offered and the methodology for their application is:

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

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

(g) Our Bid shall be valid for a period of [*Specify the number of calendar days*] days from the date fixed for the Bid submission deadline in accordance with the Bidding Document, and it

shall remain binding upon us and may be accepted at any time before the expiration of that period;

(h) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;

(i) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process in accordance with ITB 4.2(c);

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

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

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

Name of the Bidder[1] [*insert name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder[2] [*insert complete name of person duly authorized to sign the Bid*]

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

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

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

*** Person signing the Bid shall have the Power of Attorney given by the Bidder to be included in the Bid.*

Price Schedule

1. The Price Schedule contains the following Schedules of Prices:

   Schedule No. 1 - Goods Supplied from Abroad (outside the Purchaser's Country);
   Schedule No. 2 - Goods Supplied from within Purchaser's Country;
   Schedule No. 3 - Related Services; and Grand Summary
   Schedule No. 4 - Comprehensive Annual Maintenance Charges
   Schedule No. 5 - List of Spares for Maintenance

2. The Bidder shall list out and price in the Price Schedule, all items of the Schedule of Requirements, in accordance with the instructions and guidance given in the Bidding Document.

3. The Price Schedules shall be priced in the currency (ies) specified below.
   (a) Indian Rupees (INR)
   (b) Japanese Yen (JPY).
   (c) US Dollars (USD)

4. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.

Note:

BOQ is attached in Excel format. Bidders have to fill the relevant details online in excel file for cells marked in GREEN color only.

Schedule No. 1. Goods Supplied from Abroad (outside the Purchaser's Country)

Purchaser's country
_____

Date:_____
IFB No: _____

Alternative No: _____
Page No _____ of _____

1	2	3	4	5	6	7	8	9
Lot No	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price in INR/JPY/USD (In accordance with BDS 15.1) CIP [*Dibrugarh*] in accordance with ITB 14.4(b)(i)	CIP Price per line item (Col. 5×6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per line item (Col. 7+8)
[*insert number of the Lot*]	[*insert description of Goods*]	[*insert country of origin of the Goods*]	[*insert quoted delivery period*]	[*insert number of units to be supplied and name of the physical unit*]	[*insert unit price CIP per unit*]	[*insert total CIP price per line item*]	[*insert the corresponding price per line item*]	[*insert total price of the line item*]
1	ERCP with UGI and LGI Endoscopy System			4				
2	Upper GI and Lower GI Endoscopy System			2				
3	Upper GI Endoscopy System			2				
4	E-Bus System			1				
							Total Price	

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

Note:

BOQ is attached in Excel format. Bidders have to fill the relevant details online in excel file for cells marked in GREEN color only.

Schedule No. 2. Goods Supplied from within the Purchaser's Country

Purchaser's country _____	Date:_____ IFB No: _____ Alternative No: _____ Page No _____ of _____

1	2	3	4	5	6	7	8	9
Lot No	Description of Goods	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item in INR (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination	GST payable per line item if Contract is awarded	Total Price per line item (Col. 6+7)
[*insert number of the item*]	[*insert description of Goods*]	[*insert quoted delivery period*]	[*insert number of units to be supplied and name of the physical unit*]	[*insert EXW unit price*]	[*insert total EXW price per line item*]	[*insert the corresponding price per line item*]	*[insert GST payable per line item if Contract is awarded]*	[*insert total price per item*]
1	ERCP with UGI and LGI Endoscopy System		4					
2	Upper GI and Lower GI Endoscopy System		2					
3	Upper GI Endoscopy System		2					
4	E-Bus System		1					
						Total Price		

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

Note: BOQ is attached in Excel format. Bidders have to fill the relevant details online in excel file for cells marked in GREEN color only.

Schedule No. 3. Related Services

Date:_____
IFB No: _____
Alternative No: _____
Page No _____ of _____

1	2	3	4	5	6		7		8
Service No	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination)	Country of Origin	Completion Period when Related Services are performed.	Quantity and physical unit	Unit price		Total Price per Service (Col. 5×6 or estimate)		GST % (if applicable)
					Foreign currency	Local currency	Foreign currency	Local currency	
[*insert number of the Service*]	[*insert description of Services*]	[*insert country of origin of the Services*]	[*insert completion period when Related Services are performed*]	[*insert number of units to be supplied and name of the physical unit*]	[*insert unit price per item*]	[*insert unit price per item*]	[*insert total price per item*]	[*insert total price per item*]	*[insert GST Percentage]*
1	On-site assembly, testing and commissioning of the equipment			1 For each equipment					
2	Tools required for assembly and maintenance of the supplied equipment			1 set for each equipment					
3	Operation, maintenance and Service manual of the supplied equipment			2 Sets for each equipment					
					Total Price				

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

Note:

BOQ is attached in Excel format. Bidders have to fill the relevant details online in excel file for cells marked in GREEN color only.

Grand Summary

Description	Page	Amount		GST % (if applicable
		Local	Foreign	
Schedule No. 1: Goods Supplied from Abroad (outside Purchaser's Country)				
Schedule No. 2: Goods Supplied from within Purchaser's Country				
Schedule No. 3: Related Services				
Bid Price [Carried forward to Letter of Bid]				

Schedule No. 4. Comprehensive Annual Maintenance Charges (CMC)

(This price schedule to be submitted for each of the quoted Lot(s))

Date: _____
IFB No: _____
Alternative No: _____
Page No _____ of _____

1	2	3	4	5	6		7		8
Service No	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination)	Country of Origin	Completion Period when Related Services are performed.	Quantity and physical unit	Unit price		Total Price per Service (Col. 5×6 or estimate)		GST %
					Foreign currency	Local currency	Foreign currency	Local currency	
[*insert number of the Service*]	[*insert description of Services*]	[*insert country of origin of the Services*]	[*insert completion period when Related Services are performed*]	[*insert number of units to be supplied and name of the physical unit*]	[*insert unit price per item*]	[*insert unit price per item*]	[*insert total price per item*]	[*insert total price per item*]	*[insert GST Percentage]*
	Comprehensive Annual maintenance of the supplied equipment beyond warranty period year wise as follows: -								
1	Year 4								
2	Year 5								
3	Year 6								
4	Year 7								
5	Year 8								
6	Year 9								
7	Year 10								
					Total Price				

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

Note: The comprehensive maintenance cost for **7 years** after discounting to net present value at a discount rate of 8% per annum, for evaluation purposes only. Year wise CMC price should be submitted. **Bids without these charges will be considered as non-responsive.**

Note:

BOQ is attached in Excel format. Bidders have to fill the relevant details online in excel file for cells marked in GREEN color only.

Schedule No. 5. List of Spares for Maintenance

(This price schedule to be submitted for each of the quoted Lot(s))

Purchaser's country

_____

Date: _____
IFB No: _____
Alternative No: _____
Page No _____ of _____

1	2	3	4	5	6	7	8	9
Sr. No	Description of Spares*	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price EXW/CIP (Dibrugarh)	Total EXW/CIP price per line item price in INR/JPY/USD (In accordance with BDS 15.1) (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination	Total Price per line item (Col. 6+7)	GST %
[*insert number of the item*]	[*insert description of Spares*]	[*insert quoted delivery period*]	[*insert number of units to be supplied and name of the physical unit*]	[*insert EXW/CIP unit price*]	[*insert total EXW/CIP price per line item*]	[*insert the corresponding price per line item*]	[*insert total price per item*]	*[insert GST Percentage]*
1								
2								
3								
4								
5								
6								
						Total Price		

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

****Note: Refer ITB Bid Data Sheet clause 16.3. This information is for future spares ordering, and the prices would not be added to the bid amount.***

Note:

BOQ is attached in Excel format. Bidders have to fill the relevant details online in excel file for cells marked in GREEN color only.

Schedule of Subcontractors

[*The Bidder shall list below, specialized subcontractors (if any) proposed to be used by the Bidder for the supply of Goods indicated or referred to in Section III, Evaluation and Qualification, Sub-Factor 2.4.3 in accordance with Section I, Instruction to Bidders, ITB 16.5. The completed form, once accepted by the Purchaser will be a Schedule of the contract document as referred to in the Contract Agreement.*]

No.	**Description of Goods**	**Subcontractor**	
		Name	**Nationality**

Form MAN: Manufacturer's Authorization

[*In accordance with ITB 16.5, if the Bidder proposes, for the supply of any goods indicated or referred to in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.3 which the Bidder do not manufacture or otherwise produce, the Bidder shall require the manufacturers of the goods to be supplied under the Contract to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer*.]

Date: [*insert date of Bid Submission*]
IFB No.: [*insert number*]

To: [*insert complete name of Purchaser*]

WHEREAS

We [*insert complete name of manufacturer or manufacturer's authorized agent*], 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 Contract, with respect to the goods offered by the above firm.

Name: [*insert complete name of person signing the Authorization*]

In the capacity of [*insert legal capacity of person signing the Authorization*]

Signed: [*insert signature of person whose name and capacity are shown above*]

Duly authorized to sign the *Authorization* for and on behalf of: [*insert complete name of Manufacturer*]

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

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Forms included hereunder:

Form ELI -1	: Bidder Information Form
Form ELI -2	: JV Member Information Form
Form ELI -3	: Subcontractor Information Form
Form CON	: Historical Contract Non-Performance and Litigation
Form FIN -1	: Financial Situation
Form FIN -2	: Average Annual Turnover
Form FIN -3	: Financial Resources
Form FIN -4	: Current Contract Commitments
Form EXP -1	: General Experience
Form EXP -2	: Specific Experience
Form EXP -3	: Production and Sales of Goods offered

Form ELI -1: Bidder Information Form

Date: [*insert day, month, year*]
IFB No.: [*insert number*]
Page [*insert page number*] of [*insert total number*] pages

[*Bidders shall provide the following information. The documents listed/ stated as required shall be submitted as attachments hereto.*]

Bidder's legal name: [*insert full name*]
In case of a JV, legal name of the representative member and of each member: [*insert full name of each member in the JV and specify the representative member.*]
OEM/ Manufacturer/ Agent/ Dealership Status: [*insert OEM/ Manufacturer/ Agent/ Dealership Status*]
Bidder's actual or intended country of registration: [*insert country of registration*]
Bidder's actual or intended year of incorporation: [*insert year of incorporation*]
Bidder's legal address in country of registration: [*insert mailing address*]
Bidder's authorized representative information Name: [*insert full name*] Address: [*insert mailing address*] Telephone/Fax numbers: [*insert telephone/fax numbers, including country and city codes*] E-mail address: [*insert e-mail address*]
Restrictions on procurement from bidders from a country or countries, or a class of countries as per Orders issued by Department of Expenditure, Ministry of Finance, Govt. of India (Order No. F-7/10/2021-PPD(1) Dated 23.02.2023) or any other latest order: We certify as under: *"We have read the clause 5.2 of ITB regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:*

(a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (Where applicable, evidence of valid registration by the Competent Authority i.e. DPIIT shall be attached).*

(b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (Where applicable, evidence of valid registration by the Competent Authority i.e. DPIIT shall be attached.)*

(c) **"I have read the clause regarding restrictions on procurement from* a *bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."*

OR

**"I* have *read the clause regarding restrictions on procurement from* a *bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement. "(Evidence of valid registration by the Competent Authority i.e. DPIIT shall be attached)*

** Note : Delete whichever is not applicable.*

1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -2: JV Member Information Form

Date: [*insert day, month, year*]
IFB No.: [*insert number*]
Page [*insert page number*] of [*insert total number*] pages

[*The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member, in case if the Bidder is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.*]

Bidder's legal name: [*insert full name*]
JV Member's legal name: [*insert full name of JV member*]
JV Member's country of registration: [*insert country of registration*]
JV Member's year of incorporation: [*insert year of incorporation*]
JV Member's legal address in country of registration: [*insert mailing address*]
JV Member's authorized representative information Name: [*insert full name*] Address: [*insert mailing address*] Telephone/Fax numbers: [*insert telephone/fax numbers, including country and city codes*] E-mail address: [*insert e-mail address*]
1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -3: Subcontractor Information Form

Date: [*insert day, month, year*]
IFB No.: [*insert number*]
Page [*insert page number*] of [*insert total number*] pages

[*The following form is additional to Form ELI-1 and ELI-2 (if applicable), and shall be completed to provide information relating to the specialized subcontractor (if any) proposed by the Bidder for the supply of the Goods listed in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.3. The documents listed/ stated as required shall be submitted as attachments hereto.*]

Bidder's legal name: [*insert full name*]
Subcontractor's legal name: [*insert full name of Subcontractor*]
Subcontractor's country of registration: [*insert country of registration*]
Subcontractor's year of incorporation: [*insert year of incorporation*]
Subcontractor's legal address in country of registration: [*insert mailing address*]
Subcontractor's authorized representative information Name: [*insert full name*] Address: [*insert mailing address*] Telephone/Fax numbers: [*insert telephone/fax numbers, including country and city codes*] E-mail address: [*insert e-mail address*]
1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON: Historical Contract Non-Performance and Litigation

[*The following table shall be filled in for the Bidder and its manufacturer or principal, and for each JV member if the Bidder is a JV.*]

Date: [*insert day, month, year*]
Bidder's Legal Name: [*insert full name*]
JV Member's Legal Name: [*insert full name*]
IFB No.: [*insert number*]
Page [*insert page number*] of [*insert total number*] pages

1. History of Non-Performing Contracts

Non-Performing Contracts			
In accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, since 1st January [*The Purchaser shall insert year.*]: [*The Bidder shall indicate the applicable wording below by checking the appropriate box*] ☐ contract non-performance did not occur. ☐ contract non-performance occurred as indicated below:			
Year	**Non- performed portion of contract**	**Contract Identification**	**Total Contract Amount**
[*insert year*]	[*insert amount and percentage*]	• Contract Identification: [*insert complete contract name, number, and any other identification*] • Name of Purchaser: [*insert full name*] • Address of Purchaser: [*insert mailing address*] • Telephone/Fax numbers: [*insert telephone/fax numbers, including country and city codes*] • E-mail address: [*insert e-mail address*] • Reason(s) for non-performance: [*indicate main reason(s)*]	[*insert current value, currency, exchange rate and USD equivalent*]

2. Pending Litigation

Pending Litigation				
In accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2: [*The Bidder shall choose the relevant wording below by checking the appropriate box*] ☐ there is no pending litigation involving the Bidder. ☐ there is pending litigation involving the Bidder as indicated below:				
Year of dispute	**Amount in dispute (currency)**	**Outcome as Percentage of Net Worth**	**Contract Identification**	**Total Contract Amount**
[*insert year*]	[*insert amount*]	[*insert percentage*]	• Contract Identification: [*indicate complete contract name, number, and any other identification*] • Name of Purchaser: [*insert full name*] • Address of Purchaser: [*insert mailing address*] • Telephone/Fax numbers: [*insert telephone/fax numbers, including country and city codes*] • E-mail address: [*insert E-mail address*] • Party who initiated Litigation: [*indicate "Purchaser" or "Supplier"*] • Matter in dispute: [*indicate main issues in dispute*]	[*insert current value, currency, exchange rate and USD equivalent*]

3. Litigation History

Litigation History		
In accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, since 1st January [*The Purchaser shall insert year.*]: [*The Bidder shall choose the relevant wording below by checking the appropriate box*] ☐ there are no court orders against the Bidder. ☐ there are court orders against the Bidder as indicated below:		
Year of award	**Contract Identification**	**Total Contract Amount**
[*insert year*]	• Contract Identification: [*indicate complete contract name, number, and any other identification*] • Name of Purchaser: [*insert full name*] • Address of Purchaser: [*insert mailing address*] • Telephone/Fax numbers: [*insert telephone/fax numbers, including country and city codes*] • E-mail address: [*insert E-mail address*] • Matter in dispute: [*indicate main issues in dispute*] • Party who initiated litigation: [*indicate "Purchaser" or "Supplier"*] • Abstract of the Court Order: [*state concisely the court order concerning main issues in dispute*]	[*insert current value, currency, exchange rate and USD equivalent*]

Form FIN -1: Financial Situation

[*The following table shall be filled in for the Bidder (manufacturer or principal of authorized representative – hereinafter referred simply as 'The Bidder'), and for each JV member if the Bidder is a JV. The documents listed/ stated as required shall be submitted as attachments hereto*.]

Date: [*insert day, month, year*]
Bidder's Legal Name: [*insert full name*]
JV Member's Legal Name: [*insert full name*]
IFB No.: [*insert number*]
Page [*insert page number*] of [*insert total number*] page

1. Financial data

Type of Financial information in (currency)	**Historic information for previous 5 years (amount in currency, currency, exchange rate, USD equivalent)**				
	Year 1	Year 2	Year 3	Year 4	Year 5
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					
Information from Cash Flow Statement					
Cash Flow from Operating Activities					

2. Financial documents

The Bidder and its parties shall provide copies of the financial statements[1] for the number of years indicated in Section III, Evaluation and Qualification Criteria Sub-Factor 2.3.1. The financial statements shall:

(a) reflect the financial situation of the legal entity(ies) comprising the Bidder, and not of the affiliated entities (such as parent company(ies), group companies or subsidiaries) of the Bidder unless they are parties to the Bidder under a JV in accordance with ITB 4.1.

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

Attached herewith are copies of financial statements for the number of years required above, and complying with the requirements.

Notes for the Bidders

1. If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN -2: Average Annual Turnover

[*The following table shall be filled in for 'The Bidder', and for each JV member if the Bidder is a JV.*]

Date: [*insert day, month, year*]
Bidder's Legal Name: [*insert full name*]
JV Member's Legal Name: [*insert full name*]
IFB No.: [*insert number*]
Page [*insert page number*] of [*insert total number*] pages

Annual Turnover Data			
Year	**Amount and Currency**	**Exchange Rate**	**USD equivalent**
[*indicate year*]	[*insert amount and indicate currency*]	[*insert applicable exchange rate*]	[*insert amount in USD equivalent*]
		Average Annual Turnover [1]	

Notes for the Bidders

1. Total USD equivalent for all years divided by the total number of years, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

Form FIN -3: Financial Resources

[*The following table shall be filled in for 'The Bidder', and and for each JV member if the Bidder is a JV.*]

Date: [*insert day, month, year*]
Bidder's Legal Name: [*insert full name*]
JV Member's Legal Name: [*insert full name*]
IFB No.: [*insert number*]
Page [*insert page number*] of [*insert total number*] pages

[*Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3.*]

Financial Resources		
No.	**Source of financing[1]**	**Amount (USD equivalent)**
1		
2		
3		

Notes for the Bidders

1. Sources of financing may include working capital (to be taken from FIN-1), Credit Line (to be substantiated by a letter from the bank issuing the line of credit), etc.

Form FIN -4: Current Contract Commitments

[*The following table shall be filled in for 'The Bidder', and for each JV member if the Bidder is a JV.*]

Date: [*insert day, month, year*]
Bidder's Legal Name: [*insert full name*]
JV Member's Legal Name: [*insert full name*]
IFB No. [*insert number*]
Page [*insert page number*] of [*insert total number*] page

[*The Bidder should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full Taking-over Certificate/ Completion Certificate has yet to be issued, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3.*]

Current Contract Commitments						
No.	**Name of Contract**	**Purchaser's Mailing Address, Tel, Fax.**	**Value of Outstanding Work [Current USD Equivalent]**	**Commencement Date**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [USD/month]**
1						
2						
3						
4						
5						

Form EXP -1: General Experience

[*The following table shall be filled in for 'The Bidder', and for each JV member if the Bidder is a JV.*]

Date: [*insert day, month, year*]
Bidder's Legal Name: [*insert full name*]
JV Member's Legal Name: [*insert full name*]
IFB No.: [*insert number*]
Page [*insert page number*] of [*insert total number*] pages

[*The Bidder shall identify contracts that demonstrate continuous experience pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.1 and list contracts chronologically, according to their commencement (starting) dates.*]

General Experience			
Starting Year	**Ending Year**	**Contract Identification**	**Role of Bidder**
[*indicate year*]	[*indicate year*]	• Contract name: [*insert full name*] • Brief description of the contract performed by the Bidder: [*describe contract performed briefly*] • Amount of contract: [*insert amount in currency, mention currency used, exchange rate and USD equivalent*] • Name of Purchaser: [*indicate full name*] • Address: [*indicate mailing address*]	[*insert "Prime Supplier (single entity or JV member)" or "Subcontractor"*]

Form EXP -2: Specific Experience

[*The following table shall be filled in for 'The Bidder', and for each JV member if the Bidder is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.*]

Date: [*insert day, month, year*]
Bidder's Legal Name: [*insert full name*]
JV Member's Legal Name: [insert full name]
IFB No.: [*insert number*]
Page [*insert page number*] of [*insert total number*] pages

[*The Bidder shall fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2.*]

Contract of Similar Supply and Production Capacity			
Similar Contract No. [*insert number]* of *[insert number of similar contracts required*]	**Information**		
Contract Identification	[*insert contract name and reference identification number, if applicable*]		
Award Date	[*insert day, month, year, e.g., 15 June 2015*]		
Completion Date	[*insert day, month, year, e.g., 03 October 20*17]		
Role in Contract [*check the appropriate box*]	Prime Supplier		
	Manufacturer Bidder ☐	Manufacture r ☐	Non-manufacturer Bidder ☐
Total Contract Amount	[*insert total contract amount and currency(ies)*]	USD [*insert exchange rate and total contract amount in USD equivalent*]	
If member in a JV, specify participation in total Contract amount	[*insert percentage participation*]	[*insert total contract amount and currency(ies)*]	USD [*insert exchange rate and total contract amount in USD equivalent*]
	[*describe participation in JV and goods supplied*]		
Purchaser's Name:	[*insert full name*]		
Address: Telephone/fax number	[*insert mailing address*] [*insert telephone/fax numbers, including country and*		

Contract of Similar Supply and Production Capacity	
Similar Contract No. [*insert number]* of *[insert number of similar contracts required*]	**Information**
E-mail:	*city area codes*] [*insert e-mail address, if available*]
Description of the similarity in accordance with Sub-Factor 2.4.2 of Section III:	
1. Physical size of Goods required	[*insert physical size of items*]
2. Quality standards	[*insert quality standards*]
3. Other Characteristics	[*insert other characteristics as described in Section VI, Schedule of Requirements*]

Attached herewith are the copies of originals of:

(a) abstracts of contract documents, JV Agreements, etc. evidencing that the size and nature of the above-mentioned contract meets the requirements specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2.

(b) the end-user certificate(s) (i.e. Taking-over Certificate(s)/ Completion Certificate(s)), evidencing that the above-mentioned contract has been successfully completed.

Form EXP -3: Production and Sales of Goods offered

[The following table shall be filled in for Goods offered by 'The Bidder', by each member of a JV and by a specialized subcontractor.]

Date: [*insert day, month, year*]
Bidder's Legal Name: [*insert full name*]
JV Member's Legal Name: [insert full name]
Subcontractor's Legal Name: [*insert full name*]
IFB No.: [*insert number*]
Page [*insert page number*] of [*insert total number*] pages

[*The Bidder shall fill out the following form, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.3.*]

Information on Goods offered			
No.	**Description of Goods**	**Years of Production**	**Number of units of similar capacity that have been sold**
1	[*insert description of Good*]	[*insert years*]	[*insert number*]
2			
3			

Form ACK:

Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

A) I, [*insert name and position of authorized signatory*], being duly authorized by [*insert name of Bidder/ members of joint venture ("JV")*] (hereinafter referred to as the "Bidder") to execute this Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that:

(i) all information provided in the Bid submitted by the Bidder and its subcontractors for [*insert name of the Project, and name, number and identification of lot(s) (contracts(s)) as stated in BDS 1.1*] is true, correct and accurate to the best of the Bidder's and my knowledge and belief; and

(ii) the Bidder or any of its subcontractors has not, directly or indirectly, taken any action which is or constitutes a corrupt or fraudulent practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines and the Bidding Document.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.

<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B').>

B') I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

D) I certify, on behalf of the Bidder and its subcontractors that if selected to undertake works and services in connection with the Contract, the Bidder and its subcontractors shall carry out such works and services in continuing compliance with the terms and conditions of the Contract.

E) I further certify, on behalf of the Bidder and its subcontractors, that if the Bidder and any of its subcontractors is requested, directly or indirectly, to engage in any corrupt or fraudulent

practice under any applicable law, such as the payment of a rebate, at any time or any stage of a process of procurement such as negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

(1) JICA Headquarters: Legal Affairs Division, General Affairs Department
URL: https://www2.jica.go.jp/en/odainfo/index.php
Tel: +81 (0)3 5226 8850

(2) JICA India Office 16th Floor, Hindustan Times House, 18-20, Kasturba Gandhi Marg, New Delhi - 110-001, INDIA. Tel: (91-11) 4909-7000

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) including the Purchaser or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Purchaser and any sanctions imposed by or actions taken by JICA.

_____

Authorized Signatory
[*insert name of signatory; title*]

For and on behalf of
[*insert name of the Bidder*]
Date: [*insert date*]

Form of Bid Security

(Bank Guarantee)

[*Guarantor letterhead or SWIFT identifier code*]

Beneficiary: [*insert its name and address*]

IFB No.: [*insert number of Invitation for Bids*]

Date: [*insert date of issue*]

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

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

We have been informed that [*insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof*] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of [*insert description of contract*].

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

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

(a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

(b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's bidding document.

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

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

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

_____

[*Signature*]

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

Check-List for Bidders

(Ref ITB-clause 11)

(To be submitted as part of technical bid)

(On Company Letter-head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

IFB Document No.; IFB Title: GOODS

Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Letter of Bid, in accordance with ITB 12.1 (to serve as covering letter and declarations applicable for both the technical bid and financial bid)	
2.	Bid Security, in accordance with ITB 19	
3.	Power of Attorney authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2 and ITB 20.3	
4.	Copy of the JV Agreement, or letter of intent to enter into a JV including a draft agreement in the case of a Bid submitted by a JV in accordance with ITB 4.1	
5.	Documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted	
6.	Documentary evidence in accordance with ITB 16 establishing that the Goods and Related Services conform to the Bidding Document	
7.	Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative	
8.	Documentary evidence in accordance with ITB 5, that the Goods and Related Services to be supplied by the Bidder are of eligible origin	
9.	Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., E-mail Address of firm and the Managing Director / Partner / Proprietor.	
10.	Duly attested copy of License if any, approved by the concerned Licensing Authority	
11.	For Importers Photocopy of License renewed up to date.	
12.	Technical literature and other documents in support of the goods / services.	
13.	A clause-by-clause commentary on the Purchaser's technical specifications demonstrating substantial responsiveness of the Goods and Services to those	

	specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.	
14.	Copies of annual reports with audited balance sheet, profit and loss statement for the specified no. of years certified by the auditors.	
15.	The bidders should submit Technical Specification compliance for all the proposed equipments as listed under Section VI, Sl. No.3 in the following format:	

Sl. No.	Technical Specifications	Compliance (Yes/No)	Supporting Technical Documents/Catalogue placed at page no. also provide the data sheet and detailed explanation
1			
2			

16.	All the technical specifications in the compliance statement must be supported by product catalogue/brochure/datasheet etc. and the original literature from the bidder / OEM with numbering and flagging to establish proper linking with all certificates and associated documents.	
17.	Form MAN: Manufacturer's Authorization	
18.	Form ELI -1 : Bidder Information Form	
19.	Form ELI -2 : JV Member Information Form	
20.	Form ELI -3 : Subcontractor Information Form	
21.	Form CON : Historical Contract Non-Performance and Litigation	
22.	Form FIN -1 : Financial Situation	
23.	Form FIN -2 : Average Annual Turnover	
24.	Form FIN -3 : Financial Resources	
25.	Form FIN -4 : Current Contract Commitments	
26.	Form EXP -1 : General Experience	
27.	Form EXP -2 : Specific Experience	
28.	Form EXP -3 : Production and Sales of Goods offered	
29.	Form of Bid Security	
30.	Qualification Criteria – Compliance	
31.	Documents Attached supporting the compliance to qualification criteria	
32.	Documents/ contracts supporting the performance statement	
33.	1. List of Goods and Delivery Schedule- - Compliance	
34.	2. List of Related Services and Completion Schedule- Compliance	

35.	3. Comprehensive Annual Maintenance Charges - Compliance	
36.	If applicable, Declaration by Agents/ Associates of Foreign Principals/ OEMs	
37.	Terms and Conditions – Compliance	
38.	Documents if any at the option of Bidder, supporting deviation	
39.	The Bidders who are OEM must give undertaking for supply of spare parts for a period of the expected life of the machine/equipment. Other Bidders must submit undertakings from their OEM to supply spare parts for a period of the expected life of the machine/equipment.	
40.	Price Schedules (BOQ) Excel Sheet downloaded from the Portal filled and uploaded)	
41.	Any other requirements, if stipulated in BDS; or if considered relevant by the Bidder	
42.	This Checklist	

……..
(Signature with date)
……..
(Name and designation)
Duly authorized to sign bid for and on behalf of…….

[Name & address of Bidder and seal of company]

Section V. Eligible Source Countries of Japanese ODA Loans

All countries and areas.

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

Table of Contents

SR

1. List of Goods and Delivery Schedule 110

2. List of Related Services and Completion Schedule 112

3. Comprehensive Annual Maintenance Charges 113

4. Technical Specifications 114

5. Drawings .....**Error! Bookmark not defined.**

6. Inspections and Tests 126

1. List of Goods and Delivery Schedule

Line Item No	Description of Goods	Quantity	Unit of Measurement	Final destination (Project Site)	Delivery (as per Incoterms) Period	
					Shortest Delivery Period (calculated from the Contract Effective Date)	Longest Delivery Period (calculated from the Contract Effective Date)
1	**ERCP with UGI and LGI Endoscopy System**	**4**	**Nos.**	**As per below Para 1.1: Consignee wise Quantity Distribution**	90 days	120 days
2	**Upper GI and Lower GI Endoscopy System**	**2**	**Nos.**	**As per below Para 1.1: Consignee wise Quantity Distribution**	90 days	120 days
3	**Upper GI Endoscopy System**	**2**	**Nos.**	**As per below Para 1.1: Consignee wise Quantity Distribution**	90 days	120 days
4	**E-Bus System**	**1**	**Nos.**	**As per below Para 1.1: Consignee wise Quantity Distribution**	90 days	120 days

Note:

1. Branding of the Equipment's are required to be inserted by the supplier on outside wall of the installation site. Approx. Size of branding is 24x48 inch and Material is clear acrylic sheet. Final size of the Branding will be provided by the Purchaser. No extra payment will be made by Purchaser for the same.

2. ICA logo indicated below in durable form should be fixed in each of the equipment supplied at a place visible to the viewer.

1.1 Consignee wise Quantity Distribution:

Sl No	EQUIPMENT NAME	AMCH	DMCH	GMCH	FAAMCH	SMCH	TMCH	Total
1	**ERCP with UGI and LGI Endoscopy System**	1	1	1	1	NA	NA	**4**
2	**Upper GI and Lower GI Endoscopy System**	NA	NA	1	1	NA	NA	**2**
3	**Upper GI Endoscopy System**	NA	NA	NA	NA	1	1	**2**
4	**E-Bus System**	NA	NA	1	NA	NA	NA	**1**

2. List of Related Services and Completion Schedule

Item No	Description of Service	Quantity (if applicable)	Unit of Measurement	Place where Services shall be delivered	Completion Period of Services (calculated from the Contract Effective Date)
1	On-site assembly, testing and commissioning of the equipment	1 for each equipment	Nos.	**As per above Para 1.1**: **Consignee wise Quantity Distribution**	120
2	Tools required for assembly and maintenance of the supplied equipment	1 set for each equipment	Nos.		120
3	Operation, maintenance and Service manual of the supplied equipment	2 Sets for each equipment	Nos.		120

3. Comprehensive Annual Maintenance Charges

Item No	Description of Service	Quantity (if applicable)	Unit of Measurement	Place where Services shall be delivered	Completion Period of Services (calculated from the Contract Effective Date)
	Comprehensive Annual maintenance of the supplied equipment beyond warranty period year wise as follows:-				
1	Year 4	1	Nos.	**As per above Para 1.1: Consignee wise Quantity Distribution**	
2	Year 5	1	Nos.		
3	Year 6	1	Nos.		
4	Year 7	1	Nos.		
5	Year 8	1	Nos.		
6	Year 9	1	Nos.		
7	Year 10	1	Nos.		

4. **Technical Specifications**

Lot-1: Upper & Lower GI Endoscopy System with ERCP Videoduodenoscope
System Includes:
1. Special Magnification Upper Gastrointestinal Videoscope
2. Special Magnification Lower Gastrointestinal Videoscope
3. Video Duodenoscope
4. 4K Video Processor
5. Ultra HD 4K Monitor
6. Trolley & Recording System
7. Distal Hoods/ Caps
1. Special magnification Upper Gastrointestinal Videoscope – Qty 1 No
Should be monochrome CMOS for right red color reproduction which is helpful in early detection & characterization of cancer.
Should have sequential scanning with 120 frames per second for sharp, clear & smooth image during transition from wide to tele mode while completing magnification for accurate diagnosis.
Should have minimal reduction of field of view during magnification (which should be 125X), wide mode 140 degree and tele mode 87 degree
Real time Optical Image Enhancement Technology for observation of capillaries and other structure on the mucosal surface to identify suspicious areas
Should have advanced technology to optimize real time visualization of bleeding points and underlying deep vessels to facilitate therapeutic interventions.
Should Have special modes for optimizing texture, brightness, and Color of endoscopic image to effectively detect early malignancies & subtle changes of endoscopic image
Fully immerssible in disinfectant solution
Must have auxilary water jet for mucosal cleaning.
Field of view: Wide 140 degree; Tele 87 deg or better
Direction of view: 0 degree, forward viewing
Depth of field: Normal: 7-100 mm; Tele: 1.5 – 3.0 mm
Distal end outer diameter: 9.9 mm or less
Insertion tube outer diameter: 9.9 mm or less
Tip Bending rage: Up 210 deg, Dn 90 deg, Lt & Rt 100 deg.
Working length: 1030 mm or more
Channel inner diameter: 2.8 mm or more
2. Special Magnification Lower Gastrointestinal Videos Scope - Qty 1 No
Should be monochrome CMOS for right red color reproduction which is helpful in early detection & characterization of cancer.
Should have sequential scanning with 120 frames per second for sharp, clear & smooth image during transition from wide to tele mode while doing magnification for accurate diagnosis.
Should have minimal reduction of field of view during magnification (which should be 135X), wide mode 170 degree and tele mode 90 degree
Real time Optical Image Enhancement Technology for observation of capillaries and other structure on the mucosal surface to identify suspicious areas
Should have advance technology to optimize real time visualization of bleeding points and underlying deep vessels to facilitate therapeutic interventions.

Should Have special modes for optimizing texture, brightness, and Color of endoscopic image to effectively detect early malignancies & subtle changes of endoscopic image
Compatible with leakage testing device with its air flow and pressure regulation through light source's air pump
Should have high force transmission function for better torque
Fully immerssible in disinfectant solution
Must have water proof connector one touch connector
Must have auxiliary water jet for mucosal cleaning
Field of view: Wide :170 deg; Tele: 90 deg or better
Direction of view:0 degree, forward viewing
Depth of field: Normal: 7-100 mm; Tele 1-2 mm
Distal end outer diameter:13.2 mm or less
Insertion tube outer diameter:12.8 mm or less
Tip Bending range: Up & Dn 180 deg, Lt & Rt 160 deg.
Working length:1680 mm or more
Channel inner diameter:3.7 mm or more
3. Video Duodenoscope - Qty 1 No
Built in high resolution CCD
Must have Optically Enhanced Band Imaging Technology
Fully immerssible in disinfectant solution with waterproof connector
Must be compatible with removable distal cover for improved access to distal end during reprocessing
Must have dual guidewire locking capability -centre lock and side lock
Must have 15° backward viewing angle or more for improved cannulation efficiency.
Field of view: 100 degree or more
Direction of view: Backward side viewing 15 deg or more
Depth of field: 5-60 mm or better
Distal end outer diameter: 13.5 mm or less
Insertion tube outer diameter: 11.3 mm or less
Tip Bending rage: Up 120 deg, Dn 90 deg, Rt 110 deg, Lt 90 deg.
Working length: 1240 mm or more
Channel inner diameter: 4.2 mm or more
4. 4K Video Processor - Qty 1 No
Video processor should have in-built light source with 5 LED OR More Spectrum Technology with Amber LED to improve Red Colour Reproduction in White-Light Imaging and Deep Vessel Visibility
Should have Optical Image Enhancement NBI (Narrow Band Imaging) Technology for observation of capillaries and other structure on the mucosal surface to identify suspicious areas
Should have Red Dichromatic Imaging Technology with different modes for identifying bleeding points, underlying deep vessels during therapeutic procedures as well as visualization of blood vessels to accurately assess the severity of ulcerative colitis (UC)
Should have texture enhancement technology for optimization of structure, colour tone and brightness of the mucosal surface for early detection of suspicious lesions.

Should have technology to adjust brightness of darker areas so that more and far can be seen during endoscopy
The video processor should have digital 12G-SDI output for 4K image, 3G-SDI and HD-SDI output for HD image
5. Ultra HD 4K Monitor - Qty 2 No
32 inch or more Ultra HD 4K monitor of Medical Grade with A.I.M.E. technology for enriched colours, sharpened outlines and heightened contrast
Should have 12G HD-SDI input for 4K signal
6.**Trolley & Recording System** – Qty 1 No each
Compact High Quality trolley with Computer System (i9 or more) with Colour Laser Printer and 4K recording Software Should be provided along with the system
7. **Distal Caps** – Qty 4 packets each
The scopes should be supplied with single us removable distal caps/hoods – 4 packets each
Accessories
Biopsy forceps (Disposable) – 5 pcs
Sclerotherapy needle – 5 pcs
Grasping forceps (Basket type) – 1 pc
Grasping forceps (Rat tooth type) – 1 pc
Medical band ligator – 10 set
Cold Polypectomy snare – 5 pcs
Hot Polypectomy snare – 5 pcs
ERCP Sphincterotome Short Nose – 10 pcs
ERCP Sphincteeotome Long nose - 10 pcs
Needle knife – 10 pcs
Guide wire 0.035 / 0.025 – 15 pcs each size
Stone extraction needle – 1 pc
Stone extraction basket – 10 pc
Lithocrush handle with basket - 3 pieces
. Biliary CRE balloon 11 to 18 sizes - 6 nos
Billiary stone ectraction balloon - 20 nos
Cytology brush (wire guided) – 1 pc
UPS- Machine should be supplied with 2KVA Online UPS with 30 minutes Back up.
Warranty- The System supplied with all accessories should carry Warranty for 3 Years and CMC to be provided for 4th Year to 10th Year.
Certifications- USFDA or EU-CE (4 digit Notified)
Manufacturer/Supplier should have ISO certification for quality standards
Training- Training of handling and maintenance of the Equipment to the departmental staff on-site will be required.
Availability of spares to be ensured for minimum 10 years period.
User/Technical/Maintenance manuals to be supplied in English.

Lot-2 : Upper & Lower GI Endoscopy System
System Includes:
1. Special Magnification Upper Gastrointestinal Videoscope
2. Special Magnification Lower Gastrointestinal Videoscope

3. 4K Video Processor
4. Ultra HD 4K Monitor
5. Trolley & Recording System
6. Distal Hoods/ Caps
1. Special magnification Upper Gastrointestinal Videoscope – Qty 1 No
· Should be monochrome CMOS for right red color reproduction which is helpful in early detection & characterization of cancer.
· Should have sequential scanning with 120 frames per second for sharp, clear & smooth image during transition from wide to tele mode while completing magnification for accurate diagnosis.
· Should have minimal reduction of field of view during magnification (which should be 125X), wide mode 140 degree and tele mode 87 degree
· Real time Optical Image Enhancement Technology for observation of capillaries and other structure on the mucosal surface to identify suspicious areas
· Should have advanced technology to optimize real time visualization of bleeding points and underlying deep vessels to facilitate therapeutic interventions.
· Should Have special modes for optimizing texture, brightness, and Color of endoscopic image to effectively detect early malignancies & subtle changes of endoscopic image
· Fully immerssible in disinfectant solution
· Must have auxilary water jet for mucosal cleaning.
Field of view: Wide 140 degree; Tele 87 deg or better
Direction of view: 0 degree, forward viewing
Depth of field: Normal: 7-100 mm; Tele: 1.5 – 3.0 mm
Distal end outer diameter: 9.9 mm or less
Insertion tube outer diameter: 9.9 mm or less
Tip Bending rage: Up 210 deg, Dn 90 deg, Lt & Rt 100 deg.
Working length: 1030 mm or more
Channel inner diameter: 2.8 mm or more
2. Special Magnification Lower Gastrointestinal Videos Scope - Qty 1 No
· Should be monochrome CMOS for right red color reproduction which is helpful in early detection & characterization of cancer.
· Should have sequential scanning with 120 frames per second for sharp, clear & smooth image during transition from wide to tele mode while doing magnification for accurate diagnosis.
· Should have minimal reduction of field of view during magnification (which should be 135X), wide mode 170 degree and tele mode 90 degree
· Real time Optical Image Enhancement Technology for observation of capillaries and other structure on the mucosal surface to identify suspicious areas
· Should have advance technology to optimize real time visualization of bleeding points and underlying deep vessels to facilitate therapeutic interventions.
· Should Have special modes for optimizing texture, brightness, and Color of endoscopic image to effectively detect early malignancies & subtle changes of endoscopic image
· Compatible with leakage testing device with its air flow and pressure regulation through light source's air pump

· Should have high force transmission function for better torque
· Fully immerssible in disinfectant solution
· Must have water proof connector one touch connector
· Must have auxilary water jet for mucosal cleaning
Field of view:Wide :170 deg; Tele: 90 deg or better
Direction of view:0 degree, forward viewing
Depth of field: Normal: 7-100 mm; Tele 1-2 mm
Distal end outer diameter:13.2 mm or less
Insertion tube outer diameter:12.8 mm or less
Tip Bending range:Up & Dn 180 deg, Lt & Rt 160 deg.
Working length:1680 mm or more
Channel inner diameter:3.7 mm or more
3. 4K Video Processor - Qty 1 No
· Video processor should have in-built light source with 5 LED OR More Spectrum Technology with Amber LED to improve Red Colour Reproduction in White-Light Imaging and Deep Vessel Visibility
· Should have Optical Image Enhancement NBI (Narrow Band Imaging) Technology for observation of capillaries and other structure on the mucosal surface to identify suspicious areas
· Should have Red Dichromatic Imaging Technology with different modes for identifying bleeding points, underlying deep vessels during therapeutic procedures as well as visualization of blood vessels to accurately assess the severity of ulcerative colitis (UC)
· Should have texture enhancement technology for optimization of structure, colour tone and brightness of the mucosal surface for early detection of suspicious lesions.
· Should have technology to adjust brightness of darker areas so that more and far can be seen during endoscopy
· The video processor should have digital 12G-SDI output for 4K image, 3G-SDI and HD-SDI output for HD image
4. Ultra HD 4K Monitor - Qty 2 No
· 32 inch or more Ultra HD 4K monitor of Medical Grade with A.I.M.E. technology for enriched colours, sharpened outlines and heightened contrast
· Should have 12G HD-SDI input for 4K signal
5. **Trolley & Recording System** – Qty 1 No each
· Compact High Quality trolley with Computer System (i9 or more) with Colour Laser Printer and 4K recording Software Should be provided along with the system
6 . **Distal Caps** – Qty 4 packets each
The scopes should be supplied with single us removable distal caps/hoods – 4 packets each
Accessories
Biopsy forceps (Disposable) – 5 pcs
Sclerotherapy needle – 5 pcs
Grasping forceps (Basket type) – 1 pc
Grasping forceps (Rat tooth type) – 1 pc
Medical band ligator – 1 set
Polypectomy snare – 5 pcs
Needle knife – 2 pcs
UPS- Machine should be supplied with 2KVA Online UPS with 30 minutes Back up.

Warranty- The System supplied with all accessories should carry Warranty for 3 Years and CMC to be provided for 4th Year to 10th Year.
Certifications- USFDA or EU-CE (4 digit Notified)
Manufacturer / Supplier should have ISO certification for quality standards
Training- Training of handling and maintenance of the Equipment to the departmental staff on-site will be required.
Availability of spares to be ensured for minimum 10 years period.
User/Technical/Maintenance manuals to be supplied in English.

Lot-3: Upper GI Endoscopy System
System Includes:
1. Special Magnification Upper Gastrointestinal Videoscope
2. 4K Video Processor
3. Ultra HD 4K Monitor
4. Trolley & Recording System
5. Distal Hoods/ Caps
1. Special magnification Upper Gastrointestinal Videoscope – Qty 1 No
· Should be monochrome CMOS for right red color reproduction which is helpful in early detection & characterization of cancer.
· Should have sequential scanning with 120 frames per second for sharp, clear & smooth image during transition from wide to tele mode while completing magnification for accurate diagnosis.
· Should have minimal reduction of field of view during magnification (which should be 125X), wide mode 140 degree and tele mode 87 degree
· Real time Optical Image Enhancement Technology for observation of capillaries and other structure on the mucosal surface to identify suspicious areas
· Should have advanced technology to optimize real time visualization of bleeding points and underlying deep vessels to facilitate therapeutic interventions.
· Should Have special modes for optimizing texture, brightness, and Color of endoscopic image to effectively detect early malignancies & subtle changes of endoscopic image
· Fully immerssible in disinfectant solution
· Must have auxilary water jet for mucosal cleaning.
Field of view: Wide 140 degree; Tele 87 deg or better
Direction of view: 0 degree, forward viewing
Depth of field: Normal: 7-100 mm; Tele: 1.5 – 3.0 mm
Distal end outer diameter: 9.9 mm or less
Insertion tube outer diameter: 9.9 mm or less
Tip Bending rage: Up 210 deg, Dn 90 deg, Lt & Rt 100 deg.
Working length: 1030 mm or more
Channel inner diameter: 2.8 mm or more
2 . 4K Video Processor - Qty 1 No

· Video processor should have in-built light source with 5 LED OR More Spectrum Technology with Amber LED to improve Red Colour Reproduction in White-Light Imaging and Deep Vessel Visibility
· Should have Optical Image Enhancement NBI (Narrow Band Imaging) Technology for observation of capillaries and other structure on the mucosal surface to identify suspicious areas
· Should have Red Dichromatic Imaging Technology with different modes for identifying bleeding points, underlying deep vessels during therapeutic procedures as well as visualization of blood vessels to accurately assess the severity of ulcerative colitis (UC)
· Should have texture enhancement technology for optimization of structure, colour tone and brightness of the mucosal surface for early detection of suspicious lesions.
· Should have technology to adjust brightness of darker areas so that more and far can be seen during endoscopy
· The video processor should have digital 12G-SDI output for 4K image, 3G-SDI and HD-SDI output for HD image
3. Ultra HD 4K Monitor - Qty 2 No
· 32 inch or more Ultra HD 4K monitor of Medical Grade with A.I.M.E. technology for enriched colours, sharpened outlines and heightened contrast
· Should have 12G HD-SDI input for 4K signal
4. .**Trolley & Recording System** – Qty 1 No each
· Compact High Quality trolley with Computer System (i9 or more) with Colour Laser Printer and 4K recording Software Should be provided along with the system
5 . **Distal Caps** – Qty 4 packets each
The scopes should be supplied with single us removable distal caps/hoods – 4 packets each
Accessories
Biopsy forceps (Disposable) – 5 pcs
Sclerotherapy needle – 5 pcs
Cleaning Accessories and Valves – 1 set
UPS- Machine should be supplied with 2KVA Online UPS with 30 minutes Back up.
Warranty- The System supplied with all accessories should carry Warranty for 3 Years and CMC to be provided for 4th Year to 10th Year.
Certifications- USFDA or EU-CE (4 digit Notified)
Manufacturer/Supplier should have ISO certification for quality standards
Training- Training of handling and maintenance of the Equipment to the departmental staff on-site will be required.
Availability of spares to be ensured for minimum 10 years period.
User/Technical/Maintenance manuals to be supplied in English.

Lot-4 : Endo-Bronchial Ultrasound System (EBUS):
I. <u>Ultrasonic Broncho Video Scope (EBUS- TBNA):</u>
· Field of View at 80 degrees and above with camera on tip.
· Depth of field: Approximately 3-50 mm or better
· Direction of View: 20 degree forward oblique or less.
· Distal end: 6.7 mm or less

· Insertion tube outer diameter: 6.3 mm or less
· Instrument channel width: min 2mm or more
· Working length: At least 600mm
· Acoustic frequency: 5-12 MHz or more
· Scan angle -60 degrees of more
· Convex linear Array Probe with balloon and direct contact option.
· Scan direction parallel to insertion direction.
· The scope should have camera on the tip of the Scope for clear images.
· Video Scope should preferably have separate channel for balloon inflation with saline, which should be easily cleanable.
· Scope should allow adequate visualization of the endoscopic view and exit of needle while performing EBUS- TBNA.
· Hybrid scope should allow performance of bronchoscopy procedure like Endo-bronchial biopsy also.
II. <u>Electronic Scan Digital Ultrasound Processor - 1 No</u>
· Compact & easily transportable unit with Ultrasound & Color Doppler function.
· Ultrasonic processor should provide Colour Doppler, Power Doppler for effective confirmation of Blood flow, Pulse Wave, B Mode to see the volume & Velocity, CHE Mode, ETST Mode, THE Mode etc.
· Scanning frequency: 5/6/7.5/10/12 MI Hz or (any four range or more)
· Ergonomic operation keyboard with user programmable calculation packing 7 Annotation, wow mark and point display.
· To improve EBUS image resolution, system must be equipped with sound speed correction technology.
· System should be equipped with direct image storage during examination on Pen Drive.
· Should have Needle Guide Function to help precise targeting with minimum passes.
· Should have facility to measure distance between two points defined by 4 or more symbols.
· Touch screen, LED backlit keys and dedicated, user-friendly key board.
· Memory: 100 frames or more
· Optimization function for auto setting of image by sensing the nature of tissue.
· Equipped hard disk drive with minimum 128GB to store still images.
· GAIN, Contrast, STC functions.
· Picture in Picture for the both ultrasound and endoscopic image simultaneously
· Should have dynamic tissue harmonic imaging and compound Harmonic.
· Should have tissue Electrography feature with Contrast harmonics.
· Video/image recording facility should be available.
· EBUS Bite guard-50 pieces should be provided.
· Compact & easily transportable one Cart system /unit, ease to move on trolley.
III. <u>Video Processor & Light Source (Combined) - 1 No</u>
· Should be compatible with Analog, DVI-D, S Video x 1, Video output for a HDTV monitor should be available (Any HD outputs).
· Should contain the electronics to operate Multi Optical Zoom for clear visibility of near &far objects.
· Equipped with high resolution HDTV imaging capacity.

· Compact, lightweight (10-15 kg) and ergonomically designed.
· Recording of both still & moving images.
· Should be compatible with the Radial EBUS system and navigation system from the same manufacturer.
· Portable Memory & USB Slot for image recording External memory USB (2GB)
· Automatic IRIS control & automatic white balance
· Electronic Zoom up to 1.5 X or better.
· Equipped with 3 or more multi LED at least 5 years life of bulb/light.
· Equipped with automatic light adjustment forced air-cooling, regulated air feeding pump and fan with low noise.
IV. <u>Video Bronchoscope Slim - 1 No.</u>
· Lighter and possess high-resolution image quality.
· Fully immiscible in disinfectant solution.
· Should have high-resolution image with two light guide for better distribution of light.
· Should have high definition image (Full HD Endoscopy) with tow light guide of better distribution of light.
· Two or more no. of remote –control switches on control body.
· Compatible with leakage testing device.
· Scope should be compatible with NBI/FICE/ISCAN9OE) capacity.
· Should be diode laser (810nm) compatible.
o Field of view 120 Degree or More
o Direction of View 0-degree, forward viewing
o Depth of field 3 to 100 mm or better
o Distal end outer diameter 6.0 mm or less
o Insertion tube outer diameter 6.0 mm or less
o Tip Bending rage Up 180 deg & more. Down 130 deg & more
o Working length 600 mm or more
o Channel inner diameter 2.0 mm or more
V. <u>Technical Specification for High Resolution Monitor - 1 No</u>:
27" Higher – definition medical grade monitor compatible with processor with full range of colours & inputs including wide viewing angle as needed for proper functioning.
VI. <u>Computer, Trolley, Software etc. for image recording and archiving Computer- 1 No</u>
· Intel i7 Processor, 8GB RAM, 1 TB hard disk with pre-installed operating system.
· High speed USB slots (at least 2 in number)
· 21" or more LCD color flat monitor with compatible mouse and keyboard.
· UPS with at least 30- minute backup
· Genuine Windows -10 software or Better
· Color- Laser Printer
· All essential accessories/ cords etc.
VII. <u>Essential Accessories</u>
· EBUS aspiration needle set from the same company or US-FDA/CE approved, minimum 20 numbers ,22G-20 no. and 25/21G-10no.

· EBUS balloon 40 no. (Minimum) preferably from the same company or USFDA/CE approved.
· Mobile trolley with movable arm to move monitor and to mount the BUS system and ultrasound.
· Quoted rate for disposables, consumables be for next 5 years after warranty.
· All others essentials/accessories required to make then machine function optimally.
· Recording System for review & publication.
· Should have compatible footswitch or other options for capturing images/videos during procedure.
· Efficient and user-friendly HD software installed in computer for recording, retrieval of data, storage and easy copying of images/videos from computer to DVD/external hard disc.
· Servo voltage stabilizer for the system.
· Mouth Bite Guard-50
· Cleaning Brush for working channels-10 each.
· Balloon mounting forceps device-1no.
VIII. <u>Other Terms and Conditions</u>:
· Should be BIS/European CE(4 Digit Notfied)/US FDA certified
· The warranty of equipment should be 3 (Three) years from the date of installation.
· Training of staff and personnel for proper usage and maintenance of the system.
· Training of one Doctor at some reputed training center in India within six months of installation.

This Bidding Document includes the following drawings.

List of Drawings		
Drawing No.	**Drawing Name**	**Purpose**
Nil	Nil	Nil

5. Inspections and Tests

The following inspections and tests shall be performed:

a. The supplier shall get each item indicated in the Schedule of requirement inspected in manufacturer's works and submit a test certificate and also manufacturer's guarantee /warranty certificate that the items are conforms to the laid down specification.

b. The Purchaser or its representative may inspect and /or test any or all the items to confirm their conformity to the contract specification, prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the items on receipt at destination to verify conformity to technical specification.

c. If the item fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective parts of the each to the satisfaction of the purchaser/ consignee

PART 3 – Conditions of Contract and Contract Forms

Section VII. General Conditions (GC)

Table of Clauses

1. Definitions 130
2. Contract Documents 132
3. Corrupt or Fraudulent Practices 132
4. Interpretation 133
5. Language 134
6. Joint Venture, Consortium or Association 134
7. Eligibility 134
8. Notices 135
9. Governing Law 135
10. Settlement of Disputes 135
11. Scope of Supply 136
12. Delivery and Documents 136
13. Supplier's Responsibilities 136
14. Purchaser's Responsibilities 136
15. Contract Price 137
16. Terms of Payment 137
17. Taxes and Duties 138
18. Performance Security 139
19. Copyright 139
20. Confidential Information 139
21. Subcontracting 140
22. Specifications and Standards 141
23. Packing and Documents 141
24. Insurance 142
25. Transportation 142
26. Inspections and Tests 142
27. Liquidated Damages 143
28. Warranty 143
29. Patent Indemnity 144
30. Limitation of Liability 146
31. Change in Laws and Regulations 146
32. Force Majeure 146
33. Change Orders and Contract Amendments 147
34. Extensions of Time 148
35. Termination 148
36. Assignment 150
37. Export Restriction 150

1. Definitions

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

(a) "Accepted Contract Amount" means the amount accepted in the Letter of Acceptance for the supply and delivery of the Goods and Related Services.

(b) "Base Date" means the date twenty-eight (28) days prior to the latest date for submission of the Bids.

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

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

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

(f) "Contract Effective Date" means the date of signing of the Contract Agreement by both parties to the Contract.

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

(h) "day" means calendar day.

(i) "Delivery Period" is a period specified in the Contract as a delivery period with respect of any good or services to be delivered under the Contract, (calculated from the Contract Effective Date). The respective Goods or Related Services, as the case may be shall be delivered on or before such Delivery Period.

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

(k) "Incoterms" means international rules for interpreting trade terms published by the International Chamber of

Commerce (latest edition as of the Base Date), 38 Cours Albert 1er, 75008 Paris, France.

(l) "JICA" means the Japan International Cooperation Agency.

(m) "Letter of Acceptance" means the letter of formal acceptance, signed by the Purchaser, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both parties. If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

(n) "Origin" means the place where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

(o) "PC" means the Particular Conditions.

(p) "Project Site" where applicable, means the place of final destination that the Goods and Related Services are to be delivered **as specified in the PC**.

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

(r) "Purchaser's Country" is the country **specified in the PC**.

(s) "Related Services" means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract, excluding inland transportation and other services required to convey the Goods to their place of delivery.

(t) "Subcontractor" means any person to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier, and the legal successors in title to each of these persons.

(u) "Supplier" means the person(s) whose Bid to perform the Contract has been accepted by the Purchaser and is

named as such in the Contract Agreement, and the legal successors in title to this person(s).

2. Contract Documents

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

3. Corrupt or Fraudulent Practices

3.1 If the Purchaser determines, based on reasonable evidence, that the Supplier has engaged in any corrupt or fraudulent practice, in competing for or in executing the Contract, then the Purchaser may, after giving fourteen (14) days notice to the Supplier, terminate the Contract, and the provisions of GC Clause 35 shall apply as if such termination had been made under GC Sub-Clause 35.1.

3.2 Should any employee of the Supplier be determined, based on reasonable evidence, to have engaged in any corrupt or fraudulent practice during the execution of the Contract, then that employee shall be removed.

3.3 The Supplier is required to comply with JICA's policy in regard to corrupt and fraudulent practices as declared in the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.

4. Interpretation

4.1 In the Contract, except where the context requires otherwise:

(a) words indicating one gender include all genders;

(b) words indicating the singular also include the plural and words indicating the plural also include the singular;

(c) provisions including the word "agree," "agreed," or "agreement" require the agreement to be recorded in writing;

(d) the word "Tender" is synonymous with "Bid," "Tenderer," with "Bidder," and "Tender Document" with "Bidding Document;" and

(e) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

4.2 Incoterms

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

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the latest edition of Incoterms as of the Base Date.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non-Waiver

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

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

4.6 Severability

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

5. Language

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

5.2 The Supplier shall bear all costs of translation to the language specified under GC Sub-Clause 5.1 and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 Any Goods and Related Services to be supplied/ delivered under the Contract shall meet the requirement specified in annex

entitled "Eligible Source Countries of Japanese ODA Loans" to the PC.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing and delivered against receipt to the address **specified in the PC**.

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

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, **unless otherwise specified in the PC**.

10. Settlement of Disputes

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

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

(a) if the Contract is with a foreign supplier (or if the lead partner is a foreign supplier, in case of JV), international arbitration (1) with proceedings administered by the arbitration institution **designated in the PC**, and conducted under rules of arbitration of such institution; or if so **specified in the PC**, (2) with proceedings administrated by Japan Commercial Arbitration Association (JCAA) and conducted under the arbitration rules of JCAA; or (3) if neither an arbitration institution nor arbitration rules are specified in PC, with proceedings administrated by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more

arbitrators appointed in accordance with said arbitration rules.

(b) if the Contract is with a domestic supplier (or if the lead partner is a domestic supplier, in case of JV), arbitration with proceedings conducted in accordance with the laws of the Purchaser's Country.

The place of arbitration shall be a neutral location determined in accordance with the applicable rules of arbitration; and the arbitration shall be conducted in the language for communications defined in GC Sub-Clause 5.1.

10.3 Notwithstanding any reference to arbitration herein,

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

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

11. Scope of Supply

11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion as if such items were expressly mentioned in the Contract.

12. Delivery and Documents

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

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GC Clause 11, and the Delivery Schedules, as per GC Clause 12.

14. Purchaser's Responsibilities

14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the

Supplier in complying with such requirements in a timely and expeditious manner.

15. Contract Price

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

16. Terms of Payment

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

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods and Related Services delivered, and by the documents submitted pursuant to GC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Accepted Contract Amount is expressed.

16.4 Payment of the amount due in:

(a) local currency, payable from the proceeds of the Loan shall be made through the disbursement procedure **specified in the PC**; and

(b) foreign currency, payable from the proceeds of the Loan shall be made through the disbursement procedure **specified in the PC**.

Payment of the amount due in each currency, payable from any source of finance other than the Loan Agreement such as the Purchaser's own funds, shall be made directly into the bank account, nominated by the Supplier, in the payment country (for this currency) specified in the Contract.

Any charges or fees associated with or incidental to remittance of funds from JICA/Purchaser to the Supplier's account including but not limited to those for opening and amendment commissions of the Letter of Credit shall solely be borne by the Purchaser.

16.5 If the Supplier does not receive payment on its respective due date specified in the Contract, the Supplier shall be entitled to receive financing charges compounded monthly on the amount

unpaid during the period of delay until payment has been made in full, whether before or after judgment or arbitral award.

Unless otherwise stated in the PC, these financing charges shall be calculated at the annual rate of three percentage points above the discount rate of the central bank in the country of the currency of payment, or if not available, the interbank offered rate, and shall be paid in such currency.

17. Taxes and Duties

17.1 The Supplier shall bear and pay all taxes, duties, levies and charges assessed on the Supplier, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the delivery of all Goods and Related Services listed in the Contract, unless otherwise **stated in the PC**.

In this context;

(a) duties, taxes and levies listed in the PC shall be exempted. Such exemptions are fallen into two categories, namely:

(i) "No Pay" category: The Supplier shall be entitled to exemption from duties, taxes and levies falling into this category, without having to make any payment arising from or out of or in connection with such liabilities; or

(ii) "Pay & Reimburse" category: The Supplier shall be entitled to exemption from duties, taxes and levies, falling into this category, provided that he first makes all payments arising from or out of or in connection with such liabilities and then applies for their reimbursement from the relevant authority, following the procedure prescribed by such authority;

or

(b) duties, taxes and levies shall be paid by the Purchaser on behalf of the Supplier.

17.2 Notwithstanding GC Sub-Clause 17.1 above, the Purchaser shall bear and promptly pay all customs and import duties for the Goods specified in Price Schedule No. 1.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required **as specified in the PC**, the Supplier shall, within twenty-eight (28) days of the Letter of Acceptance provide a performance security for the performance of the Contract in the amount **specified in the PC**.

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

18.3 **As specified in the PC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the formats stipulated by the Purchaser in the Contract Forms, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date on which the Supplier's performance obligations under the Contract, including any warranty obligations, have been completed.

19. Copyright

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

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the

Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under this GC Clause 20.

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

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

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

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

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

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

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

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

21. Subcontracting

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

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

21.3 All Subcontractors intended to be used by the Supplier for the purpose of production and/or delivery of the Goods and

Related Services offered shall be named in the Contract. The Subcontractors so named in the Contract shall not be replaced in any manner whatsoever without prior written consent of the Purchaser.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

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

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

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

23. Packing and Documents

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

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special

requirements as shall be expressly provided for in the Contract, and any other instructions ordered by the Purchaser.

24. Insurance

24.1 **Unless otherwise specified in the PC**, the Goods and Related Services supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner **specified in the PC**.

25. Transportation

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

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services in accordance with the nature, frequency and procedures specified in the Contract to verify that the characteristics and performance of the Goods and the Related Services comply with the technical specifications codes and standards under the Contract**.**

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

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

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

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed

necessary, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Periods and the date of Completion and the other obligations so affected.

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

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

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

27. Liquidated Damages

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

28. Warranty

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

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

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

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

28.5 Upon receipt of such notice, the Supplier shall, within a reasonable period, expeditiously repair or replace the defective Goods (or parts thereof) and Related Services, at no cost to the Purchaser.

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

29. Patent Indemnity

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

(a) the installation of the Goods by the Supplier or the use of the Goods in the Purchaser's Country where the Project Site is located; and

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

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

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

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

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

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

specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

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

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

31. Change in Laws and Regulations

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

32. Force Majeure

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

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser

in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

33. Change Orders and Contract Amendments

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

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

(b) the method of shipment or packing;

(c) the place and/or the time of delivery; and

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

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

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

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

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or Related Services pursuant to GC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case such shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GC Clause 32, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GC Clause 27, unless an extension of time is agreed upon, pursuant to GC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GC Clause 3, in competing for or in executing the Contract.

(b) If the Supplier:

(i) fails to deliver any or all of the Goods and Related Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GC Clause 34 and the amount of the Liquidated Damages under GC Clause 27 reaches the maximum amount; or

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

then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of

termination to the Supplier that refers to GC Sub-Clause 35.1.

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

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

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

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

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

36. Assignment

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

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, the Purchaser's Country, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

Section VIII. Particular Conditions (PC)

Particular Conditions (PC)

GC 1.1(p)	The Project Site(s) is/are: **Place of Delivery mentioned at Section VI Schedule of Requirements**
GC 1.1(q)	The Purchaser is: Director of Medical Education on behalf of Project Director, Assam Health Infrastructure Development & Management Society (AHIDMS) on behalf of Medical Education and Research Department, Govt. of Assam (MERD)
GC 1.1(r)	The Purchaser's Country is: India
GC 5.1	The language shall be: English
GC 7.2	**Insert After GC 7.1** Add the following at the end of Clause 4.5 Eligibility Criteria: (a) 4.5 Eligibility Criteria (a) The bidder shall be either: (i) the Original Equipment Manufacturer (OEM); or (ii) An Authorized Representative or channel partner having tie-up at national or international level of the OEM, duly appointed and recognized for representation at the national or international level. (b) In the case of Authorized Representatives or channel partners, the bidder shall submit: • A valid and current authorization letter issued directly by the OEM, clearly stating the bidder's authorization to participate in this tender; and • Documentary evidence confirming the OEM's continued engagement with the bidder for the supply, installation, and aftersales service of the quoted equipment.

GC 8.1	For notices; (a) the Purchaser's address shall be: **Director of Medical Education, Khanapara Six-mile, Guwahati-22, Assam** (b) The Supplier's address shall be: [*Insert Supplier's address*].
GC 11.3	Insert after GC 11.2. Maintenance Service:- After warranty period Comprehensive Maintenance including repairs of entire system, preventive maintenance and supply and installation of spares etc., are required for 7 years period separately. The maximum response time for maintenance complaint from any part of the country shall not exceed 48 hours including travel time. During the maintenance period the unit must be made functional within 4 working days (including response time) from the time a defect is reported to the contractor. In case, a replacement of defective goods needs more than 7 working days, as an interim solution the bidder must make available a service Goods/part for complete functioning of the goods within the same specified time frame as mentioned above. However, the defective goods must be replaced within 15 days. During Comprehensive Maintenance Contract (CMC) period in case of noncompliance of the above beyond 15 days in a year, then liquidated damages (LD) is levied at 0.075% of the unit price per non-functional unit per day beyond 20 days in a year and equivalent amount shall be deducted from the CMC payment.

GC 11.4	Insert after GC 11.3. **11.4 Spare parts in Supply of Capital Goods/ Machinery and Plant** (1) The contractor shall supply/ provide any or all of the following materials, information etc. about spare parts manufactured and/ or supplied by them: (a) The spare parts as selected by the Purchaser to be purchased from the contractor, subject to the condition that such purchase of the spare parts shall not relieve the contractor of any contractual obligation including warranty obligations; and (b) In case the production of the spare parts is discontinued within the service life of the equipment supplied hereunder (or a period stipulated in the contract): (i) sufficient advance notice to the Purchaser before such discontinuation to provide adequate time for it to purchase the required spare parts etc., and (ii) Immediately following such discontinuation, as and if requested by the Purchaser, provide alternative sources of supply of such spare parts. (2) The contractor shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods so that the same is supplied to the Purchaser promptly on receipt of the order from the Purchaser.
GC 12.1	Details of shipping and other documents to be furnished by the Supplier are **For Goods supplied from abroad:** The supplier shall notify the purchaser and the Insurance company by cable or telex or fax the full details of the shipment including contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company: (i) Three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount; (ii) Original and two copies of the negotiable, clean, on-board bill of lading or airway bill or equivalent transport document marked freight prepaid and two copies of non-negotiable bill of lading or airway bill or equivalent transport document.

	(iii) Three Copies of packing list identifying contents of each package; (iv) Insurance certificate; (v) Manufacturer's/Supplier's warranty certificate; (vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii) Certificate or origin. The above documents shall be received by the Purchaser before arrival of the Goods at the port or place of arrival and if not received, the supplier will be responsible for any consequent expenses. **a. For Goods supplied from within India:** Upon delivery of the goods to the transport/consignee, the supplier shall notify the purchaser and mail the following documents to the purchaser: (i) Three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount; (ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee; (iii) Three Copies of packing list identifying contents of each package; (iv) Insurance certificate; (v) Manufacturer's/Supplier's warranty certificate; (vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii) Certificate or origin. The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.
GC 15.1	The prices charged for the Goods supplied and the Related Services performed shall not be adjustable.
GC 16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **a. Payment for the Goods and Related Services supplied from outside Purchaser's Country:** (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid, upon signing of the Contract, within thirty (30) days after receipt

	of invoice and a bank guarantee for the equivalent amount valid until the Goods and Related Services are delivered and in the form provided in the Bidding Document or another form acceptable to the Purchaser. (ii) **On Shipment:** Eighty (80) percent of the Contract Price shall be paid through an irrevocable letter of credit opened in favor of the Supplier in a bank in his country and upon submission of documents specified in Clause 12.1(a) of PC including (i) Packing list , (ii) Supplier's certificate that the amount shown in the invoice are correct in terms of the contract and all terms and conditions of the contract have been complied with and (iii) simple acknowledgement from the consignee for the receipt of the packages as per the packing list and other documents specified in the letter of credit.; and. (iii) **On Acceptance:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days after receipt of certificate from the end user declaring that the Goods and Related Services have been delivered and accepted in a proforma acceptable to the purchaser. **b. Payment for the Goods and Related Services supplied from within the Purchaser's Country:** (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid, upon signing of the Contract, within thirty (30) days after receipt of invoice and a bank guarantee for the equivalent amount valid until the Goods and Related Services are delivered and in the form provided in the Bidding Document or another form acceptable to the Purchaser. (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid within thirty (30) days after receipt of invoice and the documents specified in GC Clause 12.1(b) and in addition a simple acknowledgement from the consignee for the receipt of the packages as per the packing list. (iii) **On Acceptance:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days after receipt of invoice and a certificate from the Purchaser declaring that the Goods and Related Services have been delivered and accepted in a proforma acceptable to the purchaser. **c. Payment for Comprehensive Maintenance charges (CMC)** The Comprehensive Maintenance Charges (after warranty period) shall be paid in equal quarterly installments at the end of each quarter within thirty (30) days of receipt of invoice after completion of CMC obligations of the previous quarter at the rates indicated in the price schedule in Indian Rupees only.

	d. Reimbursement of local taxes will be at actuals based on documentary evidence of payment within thirty (30) days of submission of bill with documents. **e.** For all the payments to be made, against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at Section IX. The guarantees issued by other banks should be confirmed by a Scheduled Indian Bank or a foreign bank operating in India. **f.** Bank guarantees for advance payment shall be discharged not later than 30 days after the date of completion of supply of the goods and installation and commissioning at their final destination.
GC 16.4	(a) Payment of the amount due in local currency, payable from the proceeds of the Loan shall be made through JICA's disbursement procedure (Commitment). (b) Payment of the amount due in foreign currency, payable from the proceeds of the Loan shall be made through JICA's disbursement procedure (Commitment).
GC 17.1	There is no exemption or reimbursement on taxes and duties for the project. The Contractor shall be responsible for including all duties, taxes (except GST), and other statutory levies payable under the Contract in the Bid Price. In the event of any change in the rate of GST, necessary adjustments shall be effected in the invoice statements There is no exemption or reimbursement on taxes and duties for the project. The Contractor shall be responsible for including all duties, taxes (except GST), and other statutory levies payable under the Contract in the Bid Price. In the event of any change in the rate of GST, necessary adjustments shall be effected in the invoice statements
GC 18.1	A Performance Security shall be required. The amount of the Performance Security shall be: **10%** of the Contract value, valid upto 28 days after the date of completion of performance obligations including warranty obligations.
GC 18.3	The Performance Security shall be in the form of a demand guarantee issued by a reputable bank in the Purchaser's Country or abroad, acceptable to the Purchaser. The bank guarantee shall be issued either by a Bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign Bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India), acceptable to the purchaser.

GC 24.1	The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes from supplies within purchaser's country. For supply from outside purchaser country, it shall be for an amount equal to 110 percent of the CIP value.
GC 26.2	The inspections and tests shall be conducted at: Final destination at the place indicated in **Place of Delivery at Section VI Schedule of Requirements**.
GC 26.9	Add Clause 26.9 at the end of Clause 26.8 The inspections and tests shall be: The supplier shall get each item indicated in the Schedule of requirement inspected in manufacturer's works and submit a test certificate and also manufacturer's guarantee /warranty certificate that the items are conforms to the laid down specification. The Purchaser or its representative may inspect and /or test any or all the items to confirm their conformity to the contract Specification, prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the items on receipt at destination to verify conformity to technical specification.
GC 27.1	The liquidated damage shall be: 0.5 % per week or part thereof for delay. The maximum amount of liquidated damages shall be: 10 % of the Contract Price of delayed goods or services or for both goods and services.
GC 28.3	The period of validity of the warranty shall be: **3 years**. For purposes of the warranty, the place(s) of final destination(s) shall be: **Place of Delivery mentioned at Section VI Schedule of Requirements**.

Annex to the Particular Conditions - Eligible Source Countries of Japanese ODA Loans.

All countries and areas.

Section IX. Contract Forms

Table of Forms

1. Letter of Acceptance 161

2. Contract Agreement 162

3. Performance Security 164

4. Advance Payment Security 165

1. Letter of Acceptance

[*insert letterhead paper of the Purchaser*]

[*insert date*]

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

This is to notify you that your Bid dated [*insert date*] for execution of the [*insert name of the Contract and identification number, as given in the BDS*] for the Accepted Contract Amount of the equivalent of [*insert amount in words and figures*] [*insert name of currency*], as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by Directorate of Medical Education.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* included in Section IX, Contract Forms, of the Bidding Document.

Authorized Signature : _____

Name and Title of Signatory : _____

Name of Agency : _____

Attachment: Memoranda (*Insert list of memoranda (if any) as referred in GC* Sub-Clause 1.1(m).)

2. Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., [*insert brief description of Goods and Related Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of [*insert amount(s) in foreign currency(ies) in words and figures*] and [*insert amount in local currency in words and figures*] (hereinafter called "the Accepted Contract Amount").

The Purchaser and the Supplier agree as follows:

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

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

   (a) This Contract Agreement

   (b) Letter of Acceptance

   (c) Letter of Bid

   (d) Particular Conditions

   (e) General Conditions

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

   (g) completed schedules (including Price Schedule and the Schedule of Adjustment Data)

(h) Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

(i) [*Any other document(s) shall be added here*]

3. This Contract Agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.

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

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signed by _____	Signed by _____
for and on behalf of the Purchaser in the presence of:	for and on behalf the Supplier in the presence of:
Witness;	Witness;
Name :	Name :
Signature :	Signature :
Address :	Address :
Date:	Date:

3. Performance Security

Bank Guarantee

[*insert Guarantor letterhead or SWIFT identifier code*]
Beneficiary: [*insert name and Address of the Purchaser*]
Date: [*insert date of issue*]

PERFORMANCE GUARANTEE No.: [*insert guarantee reference number*]
Guarantor: [*insert name and address of place of issue, unless indicated in the letterhead*]

We have been informed that [*insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture*] (hereinafter called "the Applicant") has entered into Contract No. [*insert reference number of the contract*] dated [*insert date*] with the Beneficiary, for the execution of [*insert name of the contract and brief description of the Goods and Related Services*] (hereinafter called "the Contract").

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

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

This guarantee shall expire and be returned to us, no later than the [*insert the day*] day of [*insert month*], [*insert year*] [2] and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[*signature(s)*]

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

[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*
[2] *Insert the latest of the all Delivery Periods.*

4. Advance Payment Security

Bank Guarantee

[*Guarantor letterhead or SWIFT identifier code*]
Beneficiary: [*insert name and address of Purchaser*]

Date: [*insert date of issue*]
ADVANCE PAYMENT GUARANTEE No.: [*insert guarantee reference number*]

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

We have been informed that [*insert complete name and address of Supplier, which in the case of a joint venture shall be the name of the joint venture*] (hereinafter called "the Applicant") has entered into Contract No. [*insert reference number of the Contract*] dated [*insert date*] with the Beneficiary, for the supply of [*insert description of Goods and Related Services*] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [*insert amount in figures*] ([*insert amount in words*]) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in figures*] ([*insert amount in words*])[1] upon receipt by us of the Beneficiary's first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation under the Contract because the Applicant used the advance payment for purposes other than toward supply of the Goods and the Related Services.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number [*insert number*] at [*insert name and address of Applicant's bank*].

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Applicant under the Contract, and it shall expire and be returned to us on the [*insert day*] day of [*insert month*], [*insert year*][2].

This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

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

[1] *The Guarantor shall insert the amount(s) specified in the PC and denominated, as specified in the PC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*
[2] *Insert the latest of all Delivery Periods.*