



B I D D I N G D O C U M E N T

for

PROCUREMENT OF COMPONENT PACKAGE: 1.2

INTERNATIONAL COMPETITIVE BIDDING (ICB)

SUPPLY AND INSTALLATION OF INTRA-AORTIC BALLOON PUMP (IABP) FOR TERTIARY CARE HOSPITALS AT GOVT. RAJAJI HOSPITAL, MADURAI, GOVT. KILPAUK MEDICAL COLLEGE HOSPITAL, CHENNAI AND GOVT. COIMBATORE MEDICAL COLLEGE HOSPITAL, COIMBATORE.

IFB No.	: PKG3(R)-C1/ICB/TNUHP/ JICA/TNMSC/ENGG/ 2023, dated 10.05.2023
Purchaser	: Tamil Nadu Medical Services Corporation Limited (TNMSC) on behalf of Tamil Nadu Urban Health Care Project, Department of Health & Family Welfare, Government of Tamil Nadu, India
Country	: India
JICA Loan No.	: ID-P251
Project	: Tamil Nadu Urban Health Care Project (Supported by JICA)
Contract	: Supply and Installation of Intra-Aortic Balloon Pump (IABP) for Tertiary Care Hospitals at Govt. Rajaji Hospital - Madurai, Govt. Kilpauk Medical College Hospital – Chennai and Govt. Coimbatore Medical College Hospital – Coimbatore

Invitation for Bids

Form of Invitation for Bids

Date : 10.05.2023
 IFB No. : PKG3(R)-C1/ICB/TNUHP/ JICA /TNMSC/ENGG/ 2023, dated 10.05.2023
 Employer : Tamil Nadu Medical Services Corporation Limited (TNMSC) on Behalf of Tamil Nadu Urban Health Care Project, Health and Family Welfare Department, Government of Tamil Nadu, India
 Country : India
 JICA Loan No. : ID-P251
 Project Name : Tamil Nadu Urban Health Care Project (Supported by JICA)
 Contract Name : Supply and Installation of Intra-Aortic Balloon Pump (IABP) for Tertiary Care Hospitals at Govt. Rajaji Hospital - Madurai, Govt. Kilpauk Medical College Hospital – Chennai and Govt. Coimbatore Medical College Hospital – Coimbatore.

1. The Government of India has received a loan from Japan International Cooperation Agency (JICA) toward the cost of Tamil Nadu Urban Health Care Project. The Health and Family Welfare Department, Government of Tamil Nadu intends to strengthen 3 Tertiary Care Hospitals located at Madurai, Chennai and Coimbatore in the State of Tamil Nadu and apply part of the proceeds of this loan towards eligible payments under this Contract for Supply and Installation of Intra-Aortic Balloon Pump (IABP) for Tertiary Care Hospitals at Govt. Rajaji Hospital - Madurai, Govt. Kilpauk Medical College Hospital – Chennai and Govt. Coimbatore Medical College Hospital – Coimbatore in the State of Tamil Nadu for the above-mentioned institutions.
2. Tamil Nadu Medical Services Corporation Limited (TNMSC), a Tamil Nadu Government company on behalf of Tamil Nadu Urban Health Care Project, Department of Health, and Government of Tamil Nadu now invites sealed Bids from eligible and qualified Bidders for the procurement of Supply and Installation of Intra-Aortic Balloon Pump (IABP) for Tertiary Care Hospitals at Govt. Rajaji Hospital - Madurai, Govt. Kilpauk Medical College Hospital – Chennai and Govt. Coimbatore Medical College Hospital – Coimbatore in the State of Tamil Nadu. (“The Goods”).
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. Interested eligible Bidders may obtain further information from and inspect the Bidding Documents at the office hours at
 Tamil Nadu Medical Services Corporation Limited (TNMSC),
 No. 417, Pantheon Road,
 Egmore, Chennai - 600 008,

Tamil Nadu, India

Phone: + 91-44-2819 1890, 2819 0259, 2819 0580

Fax: +91-44-2819 0636, 2819 0622

Email: equipment.tnmsc@tn.gov.in

5. A complete set of Bidding Documents may be purchased by interested Bidders from **15.05.2023 to 03.07.2023** on the submission of a written application to the address above, and upon payment of a non- refundable fee of given below at the office address mentioned above, in the form of Demand Draft in favour of Tamil Nadu Medical Services Corporation Limited payable at Chennai:-
- (a) Price of bidding document: INR 5,900/-(non-refundable)
 - (b) Postal charges, inland: INR 500/-
 - (c) Postal charges, overseas: INR 3000/-

Bidding documents requested by mail will be dispatched by courier on payment of the postal charges indicated. TNMSC will not be responsible for the postal delay, if any, in the delivery of the document or non-receipt of the same. Alternatively the bid documents can be downloaded at free of cost from web sites, www.tnmsc.com & www.tenders.tn.gov.in. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids

6. Bids must be delivered to the above address at or before **11:00 am on 04.07.2023** and must be accompanied by a Bid Security as indicated in the bidding document. The original Bid Security shall be submitted in an envelope having inscription of project name, package name and Bidder information and shall be submitted along with the Technical Bid envelope to the address at the time and date given in the Bid Data Sheet (BDS).
7. Bids will be opened in the presence of the Bidders' representatives who choose to attend at **12:00 pm on 04.07.2023** at

Tamil Nadu Medical Services Corporation Limited (TNMSC),
No. 417, Pantheon Road,
Egmore, Chennai - 600 008,
Tamil Nadu, India.

General Manager (Equipment)
Tamil Nadu Medical Services Corporation Limited (TNMSC)

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PART 1 – Bidding Procedures

Section I.

Instructions to Bidders

Section I. Instructions to Bidders (ITB)

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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 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, 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) Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a formal letter of intent to enter into a Joint Venture 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 to be executed 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 Bidding Document for the Contract, (ii) the Bid evaluation, or (iii) 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. A firm (including its affiliate), if acting in the capacity of a subcontractor in one Bid, may participate in other Bids, only in that

capacity.

- (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;
 - (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 Price 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 are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, 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(ies) 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 and summation of the subcontractors' qualifications against each of criteria is accepted. 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 Employer; and
 - (c) substitution of the proposed subcontractor(s) shall not be allowed after the Bid submission deadline date prescribed

by the Employer 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 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.
- (c) In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the effect of the

correction indicated above.

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, at the Bidder's option, 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 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 42.

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 initialled 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 initialled 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

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

Submission of Bids

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.

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- 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. 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 alternative Bids, 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) the presence or absence of a Bid Security and
 - (e) 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 alternative Bids, 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.

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- 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 waive 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 in its Bid shall meet the eligibility requirements of ITB 4.

Furthermore, if the specialized subcontractor proposed in accordance with ITB 16.5 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.

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 the Bidder 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; and
- (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.
- (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 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

A. General			
ITB 1.1	<p>The number of the Invitation for Bids is: PKG3(R)-C1/ICB/TNUHP/JICA/TNMSC/ENGG/ 2023, dated 10.05.2023</p> <p>The Purchaser is: Tamil Nadu Medical Services Corporation Limited on behalf of Tamil Nadu Urban Health Care Project, Department of Health & Family Welfare, Government of Tamil Nadu, India.</p> <p>The Project is: Tamil Nadu Urban Health Care Project (supported by JICA)</p> <p>The name of the Contract is: Supply and Installation of Intra-Aortic Balloon Pump (IABP) for Tertiary Care Hospitals at Govt. Rajaji Hospital - Madurai, Govt. Kilpauk Medical College Hospital – Chennai and Govt. Coimbatore Medical College Hospital – Coimbatore.</p> <p>The lots of the Project for which the Bids are being invited are:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Lot/ Contract : 1</td><td>Intra-Aortic Balloon Pump (IABP)</td></tr> </table>	Lot/ Contract : 1	Intra-Aortic Balloon Pump (IABP)
Lot/ Contract : 1	Intra-Aortic Balloon Pump (IABP)		
ITB 2.1	<p>The Borrower is: Government of India - Tamil Nadu Urban Health Project on behalf of Government of Tamil Nadu</p> <p>The number of the JICA Loan Agreement is: ID-P251</p> <p>The amount of a Japanese ODA Loan is: JPY 25537million</p> <p>The signed date of the Loan Agreement is: 31 March-2016</p>		
ITB 2.2	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in: April 2012		
ITB 2.3	The other sources of finance are: Government of Tamil Nadu.		
ITB 3.1(b)	The list of ineligible firms and individuals is available at the JICA's website: www.jica.go.jp/english/our_work/compliance		
ITB 3.1(c)	The list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr		
ITB 4.1	Joint venture (JV) is not permitted		
B. Bidding Document			
ITB 7.1	<p>For <u>clarification purposes</u> only, the Purchaser's address is:</p> <p>The General Manager (Equipment) Tamil Nadu Medical Services Corporation Limited (TNMSC), No. 417, Pantheon Road, Egmore, Chennai - 600 008, Tamil Nadu, India</p>		

	<p>Telephone: + 91-44-2819 1890, 2819 0259</p> <p>Facsimile number: +91-44-2819 0636</p> <p>Electronic mail address: equipment.tnmsc@tn.gov.in</p>
ITB 7.1	<p>a. A pre-bid meeting will take place at the following date, time and place: Date: 30.05.2023 Time: 11:00 AM Place: Tamil Nadu Medical Services Corporation Limited No. 417, Pantheon Road, Egmore, Chennai - 600 008, Tamil Nadu, India Phone: + 91-44-2819 1890, 2819 0259 Fax: +91-44-2819 0636, E-Mail: equipment.tnmsc@tn.gov.in</p> <p>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.</p> <p>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.</p> <p>d. Response to the questions raised (without identifying the source of enquiry) will be published within a reasonable time on the Purchaser's web page indicated below. www.tnmsc.com & www.tenders.tn.gov.in</p> <p>Non-attending of the pre -bid meeting will not be cause for disqualification of a bidder</p>
ITB 8.2	<p>Addenda, if any, will be published on the Purchaser's web page. www.tnmsc.tn.gov.in & www.tenders.tn.gov.in</p>
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.1(i)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ol style="list-style-type: none"> 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. Duly attested copy of License if any, approved by the concerned Licensing Authority For Importers Photocopy of License renewed up to date. Technical literature and other documents in support of the goods / services. A clause-by-clause commentary on the Purchaser's technical

	<p>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.</p> <p>vi. Copies of annual reports with audited balance sheet, profit and loss statement for the specified no. of years certified by the auditors.</p> <p>vii. Unpriced price schedule indicating the list of Goods/Equipment quoted.</p> <p>viii. Confirmation that all facilities exist with the bidder (or manufacturer, as applicable) in its factory for inspection and testing and these can be accessed by the Purchaser or its representative for inspection.</p> <p>ix. The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years.</p> <p>x. In case of critical equipment, a certificate from the supplier/manufacturer to the effect that the equipment does not have any capability to remotely observe or access. If called for by the purchaser a verification and certificate of this claim from a 3rd party inspection agency.</p> <p>xi. The Indian bidder shall also provide Name, address, PAN and ward/circle where the company's income tax is being assessed and GST Registration and GST Returns of the last financial year.</p> <p>xii. The bidders from outside India shall provide the corresponding details of Income Tax registration, Social Security Number, details regarding Registration under relevant taxation rules or sale of goods (as may be applicable) etc.</p>
ITB 13.1	Alternative Bids will not be permitted.
ITB 14.4 (a)(iii) and (b)(ii)	"Final destination (Project Site)": Section VI. Schedule of Requirements
ITB 14.4 (b)(i)	Place of destination: CIP, Chennai
ITB 14.7	The prices quoted by the Bidder shall be: Fixed
ITB 15.1	<p>The currency(ies) of the Bid shall be as described below:</p> <p>(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</p> <p>(b) Goods supplied from outside the Purchaser's Country shall be quoted in the following currency(ies) referred to as "the foreign currency(ies)":</p> <p>(i) Japanese Yen (JPY), with no decimal places; and/or</p> <p>(ii) US Dollars (USD) to TWO decimal place(s);</p> <p>(c) Related Services, other than inland transportation and other services required to convey the Goods to their final destination, shall be quoted</p>

	in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred
ITB 15.2	<p>Add the following at the end of clause 15.1 :-</p> <p>Agents and Service facilities in India :</p> <p>(a) If a foreign bidder has engaged an Indian agent for any services not covered in the scope of the bidding document, it will be required to give the following details in the bid :</p> <ul style="list-style-type: none"> i. The name and address of the local agent. ii. The details of service that will be rendered by the agent. iii. A fixed amount of remuneration for the agent included in the offer. iv. Payment of any agency commission is the responsibility of the supplier.
ITB 16.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 10 years
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. After sales service requirement is Comprehensive Annual Maintenance for 7 years after satisfactory completion of warranty period.
ITB 16.7	<p>Add the following at the end of Clause 16.6</p> <p>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.</p>
ITB 17.2	<p>Add the following as clause at the end of 17.1 :</p> <p>17.2 (i): If an agent/non-manufacturer bidder submits bids on behalf of more than one manufacturer, unless each such bid is accompanied by a separate bid form for each bid and a bid security and authorization from the respective manufacturer, all such bids will be rejected as non-responsive.</p> <p>17.2 (ii): Supplies for any particular goods in each schedule of the bid should be from one manufacturer only for the entire quantity required. Bids from agents /non-manufacturer bidder offering supplies from different manufacturers for the same goods in the schedule will be treated as non-responsive.</p> <p>17.2 (iii): Bids from Joint venture is not permitted.</p>
ITB 18.1	The Bid validity period shall be 120 days.
ITB 18.3(a)	<ul style="list-style-type: none"> i. The Bid Price shall be adjusted by the following factor: The factor will be 3% per annum for foreign portion and for indigenous portion 5%. ii. Bid evaluation will be based on the prices without taking into consideration the above said factors

ITB 19.1	The amount and currency of the Bid Security shall be		
	INR 3,12,000/-	Lot/ Contract: 1	Intra-Aortic Balloon Pump (IABP)
ITB 19.2(d)	Other types of acceptable securities: None		
ITB 20.1	In addition to the original of the Bid, the number of copies is: One		
D. Submission and Opening of Bids			
ITB 21.6	<p>Add the following at the end of ITB Clause 21.5</p> <p>a. The “Technical bid – Cover A” and “Price bid – Cover B” shall be sealed in separate inner envelopes marking the envelopes as “Technical bid” and Price bid”. These two inner envelopes shall then seal in an outer envelope.</p> <p>b. The inner envelopes and outer envelopes and the cover shall be:</p> <p>i. addressed to the <i>Purchaser</i> at the following address: Tamilnadu Medical Services Corp. Ltd., 417, Pantheon Road, Egmore, Chennai 600 008.</p> <p>ii. bear the project name, the invitation for bids (IFB) number and the words “Do not open before xx.xx AM/PM on XX.XX.2023”.</p> <p>* Note: Please specify the date of technical bid opening</p> <p>c. The inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”.</p> <p>d. If the cover containing the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.</p> <p>e. Bidder shall not have the option of submitting their bid electronically. Telex, cable or facsimile bids will be rejected.</p> <p>f. The following are the documents to be placed in the Technical Bid – Cover A :-</p> <p>i. Bid Security in accordance with ITB 21</p> <p>ii. 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</p> <p>iii. Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.</p> <p>iv. Documentary evidence in accordance with ITB 16 establishing the Bidder’s eligibility to bid;</p> <p>v. Documentary evidence in accordance with ITB 17, that the Goods</p>		

	<p>and Related Services to be supplied by the Bidder are of eligible origin</p> <ul style="list-style-type: none"> vi. Documentary evidence in accordance with ITB 18 establishing that the Goods and Related Services conform to the Bidding Documents. vii. Documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted viii. 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. ix. Duly attested copy of License if any, approved by the concerned Licensing Authority x. For Importers Photocopy of License renewed up to date. xi. Technical literature and other documents in support of the goods / services. xii. 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. xiii. Copies of annual reports with audited balance sheet, profit and loss statement for the specified no. of years certified by the auditors. xiv. Unpriced price schedule indicating the list of Goods/Equipment quoted. xv. Confirmation that all facilities exist with the bidder (or manufacturer, as applicable) in its factory for inspection and testing and these can be accessed by the Purchaser or its representative for inspection. xvi. The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years. xvii. In case of critical equipment, a certificate from the supplier/manufacturer to the effect that the equipment does not have any capability to remotely observe or access. If called for by the purchaser a verification and certificate of this claim from a 3rd party inspection agency. xviii. The Indian bidder shall also provide Name, address, PAN and ward/circle where the company's income tax is being assessed and GST Registration and GST Returns of the last financial year xix. The bidders from outside India shall provide the corresponding details of Income Tax registration, Social Security Number, details regarding Registration under relevant taxation rules or sale of goods (as may be applicable) etc.,
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	<p>g. The following are the documents to be placed in the Price Bid – Cover B:-</p> <ul style="list-style-type: none"> i. Letter of Bid ii. Completed price schedule in accordance with ITB 12 and 14.
ITB 22.1	<p>For <u>Bid submission purposes</u> only, the Purchaser's address is: Tamil Nadu Medical Services Corporation Limited No. 417, Pantheon Road, Egmore, Chennai - 600 008, Tamil Nadu, India Phone: + 91-44-2819 1890, 2819 0259 Fax: +91-44-2819 0636, E-Mail: equipment.tnmsc@tn.gov.in</p> <p>The deadline for Bid submission is: Date: 04.07.2023 Time: 11:00 am</p>
ITB 25.1	<p>The Bid opening shall take place at: Tamil Nadu Medical Services Corporation Limited No. 417, Pantheon Road, Egmore, Chennai - 600 008, Tamil Nadu, India Phone: + 91-44-2819 1890, 2819 0259 Fax: +91-44-2819 0636, E-Mail: equipment.tnmsc@tn.gov.in</p> <p>Date: 04.07.2023 Time: 12:00 pm</p>
E. Evaluation and Comparison of Bids	
ITB 30.1	<p>Delete the following text in ITB 30.1:-</p> <p>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.</p>

ITB 31.2	<p>Add the following to the end of clause 31.2 :-</p> <p>(c) Deviation from or objections or reservations to critical provisions which will be treated as material deviations are :-</p> <ul style="list-style-type: none"> - Bid Security [ITB clause 19] - Performance Security [GC/PC clause 18] - Governing Law [GC/PC clause 9] - Taxes and Duties [GC/PC clause 17] - Warranty [GC/PC clause 28] - Force Majeure [GC/PC clause 32] - Limitation of liability [GC/PC clause 30] <p>The above list is not exhaustive.</p>
ITB 34.1	<p>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)</p> <p>The source of exchange rate shall be: Reserve Bank of India/ State bank of India.</p> <p>The date for the exchange rate shall be the date 7 days prior to the date of opening of technical bid specified in ITB 22.1.</p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 33, is payable (excluding Provisional Sums but including Day work where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.</p>
ITB 35.1	<p>Add the following before the existing text in ITB 35.1</p> <p>The “Price Bid” will be opened after evaluation of “Technical bids” and the date and time will be intimated to bidders whose bids are responsive and who are selected by the Purchaser.</p>
F. Award of Contract	
ITB 39.1	<p>The maximum percentage by which quantities may be increased is: 25%</p> <p>The maximum percentage by which quantities may be decreased is: 25%</p> <p>(For the above the quantity will be rounded off to the higher whole number).</p>

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 Bids 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): **No**
 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.
- (b) Deviation in Payment Schedule. **No.**
 - (i) Bidders shall state their Bid Price for the Payment Schedule outlined in the Particular Conditions of Contract (PC). Bids shall be evaluated on the basis of this base price.
- (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.

Operating and maintenance costs. An adjustment to take into account the operating 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 CAMC price should be submitted. **Bids without this 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)

Not Applicable.

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 this Section 2.4.3), 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).

2.1 Eligibility

Eligibility and Qualification Criteria			Compliance Requirements		Documentation
No.	Factor/ Sub-Factor	Requirement	Manufacturer Bidder / Manufacturer	Non- Manufacturer Bidder	Submission Requirements
2.1.1	Nationality Lot/Contract: 1	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Forms ELI – 1 and 2, with attachments
2.1.2	Conflict of Interest Lot/Contract: 1	No conflicts of interest in ITB 4.2	Must meet requirement	Must meet requirement	Letter of Bid
2.1.3	JICA Ineligibility Lot/Contract: 1	Not having been declared ineligible by JICA, as described in ITB 4.4	Must meet requirement	Must meet requirement	Letter of Bid Form ACK

2.2 Historical Contract Non-Performance and Litigation

Eligibility and Qualification Criteria			Compliance Requirements		Documentation
No.	Factor/ Sub-Factor	Requirement	Manufacturer Bidder / Manufacturer	Non- Manufacturer Bidder	Submission Requirements
2.2.1	History of Non-Performing Contracts Lot/Contract: 1	Non-performance of a contract ⁽ⁱ⁾ did not occur as a result of supplier's default since 1 st January 2018.	Must meet requirement ⁽ⁱⁱ⁾	Must meet requirement ⁽ⁱⁱ⁾	Form CON
2.2.2	Pending Litigation Lot/Contract: 1	All pending litigation shall in total not represent more than 60% of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement ⁽ⁱⁱ⁾	Must meet requirement ⁽ⁱⁱ⁾	Form CON

Eligibility and Qualification Criteria			Compliance Requirements		Documentation
No.	Factor/ Sub-Factor	Requirement	Manufacturer Bidder / Manufacturer	Non- Manufacturer Bidder	Submission Requirements
2.2.3	Litigation History Lot/Contract: 1	No consistent history of court /arbitral award decisions against the Bidder ⁽ⁱⁱⁱ⁾ since 1 st January 2018.	Must meet requirement ⁽ⁱⁱ⁾	Must meet requirement ⁽ⁱⁱ⁾	Form CON
<p><u>Notes for the Bidder</u></p> <p>(i) Non-performance, as decided by the Purchaser, shall include all contracts</p> <p>(a) where non-performance was not challenged by the supplier, including through referral to the dispute resolution mechanism under the respective contract, and</p> <p>(b) that were so challenged but fully settled against the supplier.</p> <p>Non-performance shall not include contracts where Purchaser's decision was overruled by the dispute resolution mechanism. 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.</p> <p>(ii) This requirement also applies to contracts executed by the Manufacturer Bidder/ Manufacturer or Non-Manufacturer Bidder.</p> <p>(iii) The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid (More than 2 adverse cases over 5 years for a supplier handling on average 10 supply jobs simultaneously will be a cause for rejection).</p>					

2.3 Financial Situation and Capabilities

Eligibility and Qualification Criteria			Compliance Requirements		Documentation
No.	Factor/ Sub-Factor	Requirement	Manufacturer Bidder / Manufacturer	Non- Manufacturer Bidder	Submission Requirements
2.3.1	Financial Performance Lot/Contract: 1	<p>The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Purchaser, for the last 5 years (2017- 2018 to 2021-2022) for Manufacturer/ Manufacturer Bidder and last 3 years (2019- 2020 to 2021-2022) for Non-Manufacturer Bidder shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p> <p>As the minimum requirement, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.</p>	Must meet requirement	Must meet requirement	Form FIN –1 with attachments

Eligibility and Qualification Criteria			Compliance Requirements		Documentation
No.	Factor/ Sub-Factor	Requirement	Manufacturer Bidder / Manufacturer	Non- Manufacturer Bidder	Submission Requirements
2.3.2	Average Annual Turnover Lot/Contract: 1	Minimum average annual turnover of INR/ INR equivalent of 9.40 crore for Manufacturer/ Manufacturer Bidder within the last 5 years (2017-2018 to 2021-2022), as total certified payments received for contracts in progress and/ or completed divided by 5 years and INR/INR equivalent of 7.00 crore Non-Manufacturer Bidder in the last 3 years (2019-2020 to 2021-22), as total certified payments received for contracts in progress and/ or completed divided by 3 years .	Must meet requirement	Must meet requirement	Form FIN – 2

Eligibility and Qualification Criteria			Compliance Requirements		Documentation
No.	Factor/ Sub-Factor	Requirement	Manufacturer Bidder / Manufacturer	Non- Manufacturer Bidder	Submission Requirements
2.3.3	Financial Resources Lot/Contract: 1	(i) The Bidder shall demonstrate that 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 INR/INR equivalent of 1.25 crores for 120 days for Manufacturer/ Manufacturer Bidder and Non-Manufacturer Bidder for the subject contract(s) net of the Bidders other commitments	Must meet requirement	Must meet requirement	Form FIN – 3
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Purchaser, that it has adequate sources of finance to meet the cash flow requirements on contract currently in execution and for future contract commitments.	Must meet requirement	Must meet requirement	Form FIN-3 and FIN – 4

2.4 Experience

Eligibility and Qualification Criteria			Compliance Requirements		Documentation
No.	Factor/ Sub-Factor	Requirement	Manufacturer Bidder / Manufacturer	Non- Manufacturer Bidder	Submission Requirements
2.4.1	General Experience Lot/Contract :1	Experience under supply contracts as a supplier (Manufacturer Bidder /Manufacturer or Non-manufacturer Bidder) for at least the last 5 years (2018-2019 to 2022-2023) for Manufacturer / Manufacturer Bidder and last 3 years (2020– 2021 to 2022-2023) for Non-Manufacturer Bidder.	Must meet requirement	Must meet requirement	Form EXP – 1
2.4.2	Specific Experience Lot/Contract :1	<p>For supply contracts completed as a supplier (Manufacturer Bidder/ Manufacturer or Non-manufacturer Bidder) in the no. of years specified below up to bid submission deadline, a minimum supply of the similar equipment/goods of the same make quoted in this tender and rendered after sales service during warranty and maintenance period as specified below.</p> <p><u>Manufacturer/ Manufacturer Bidder</u></p> <p>In the last 5 years from 2018-2019 to 2022-23 – 4 Nos with satisfactory performance of atleast one year on the date of bid opening supported by end user certificate. The supply may be directly or through their authorized agent / dealers.</p> <p><u>Non-Manufacturer Bidder</u></p> <p>In the last 3 years from 2020-2021 to 2022-2023 - 2 Nos with satisfactory performance of atleast one year on the date of bid opening supported by end user certificate in addition to their manufacturer meeting the criteria separately.</p>	Must meet requirement	Must meet requirement	Form EXP – 2 with attachments

Eligibility and Qualification Criteria			Compliance Requirements		Documentation
No.	Factor/ Sub-Factor	Requirement	Manufacturer Bidder / Manufacturer	Non- Manufacturer Bidder	Submission Requirements
2.4.3	Production and Sales of Goods offered Lot/Contract :1	For Manufacturer/ Manufacturer Bidder, Goods offered should have been in production for at least 5 years (2018-2019 to 2022-2023) and has the production capacity of 30 Nos. per year from the date mentioned and the Bid submission deadline. For Non-Manufacturer Bidder, should have sold the similar model of same make quoted at least 2 nos. in last 3 years (2020– 2021 to 2022-2023).	Must meet requirement	Must meet requirement	Form EXP – 3 with attachments

Notes for the Bidders

- (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) The minimum experience requirement for award of multiple lots will be the sum of the minimum requirements for respective individual lots.

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[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 : *[Insert name of Project]*
 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) The total price of our Bid, excluding any discounts offered in item (f) below is:
[In case of only one lot, insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]

[In case of multiple lots, insert:

(i) the total price of each lot; and

(ii) the sum of the total price of all lots (sum of all lots)];

in words and figures, indicating the amounts in the respective currencies]

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

Sl. No	Lot/Contract No., Brief description with quantity	Total price in figures (Specify Currency for each amounts)	Total price in words (Specify Currency for each amounts)
1	Lot/ Contract : 1 Intra-Aortic Balloon Pump (IABP) (6 Nos.)		

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 **120** 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, unless and 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 and corruption.

Name of the Bidder¹ *[Insert name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder² *[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 attached with 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
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) [*The Purchaser shall insert name of local currency as indicated in BDS 15.1.*]
 - (b) Japanese Yen (JPY).
 - (c) [*The Purchaser shall insert name of any other foreign currency(ies), as indicated in BDS 15.1.*]
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 Purchasers in the Schedule of Requirements.

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
Line Item No	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP [<i>insert place of destination</i>] 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)
<i>[insert numbe r of the item]</i>	<i>[insert description of Goods]</i>	<i>[insert country of origin of the Goods]</i>	<i>[insert quoted delivery date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
1	Intra-Aortic Balloon Pump (IABP)			6 Nos.				
							Total Price	

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

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

Purchaser's Country <div style="border-bottom: 1px solid black; width: 100%; margin-top: 10px;"></div>							Date: _____ IFB No: _____ Alternative No: _____ Page No _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item No	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (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	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert numbe r of the item]</i>	<i>[insert description of Goods]</i>	<i>[insert quoted delivery date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
1	Intra-Aortic Balloon Pump (IABP)		6 Nos.					
						Total Price		

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

Schedule No.3: Price and Delivery Schedule - Related Services

Currencies in accordance with ITB 15.1

Date: _____

IFB No: _____

Alternative No: _____

Page No _____ of _____

1	2	3	4	5	6		7	
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	The date of Completion when Related Services are performed	Quantity and physical unit	Unit price		Total Price per Service (Col. 5×6 or estimate)	
					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 delivery date at place of final destination per Service]	[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]
	Lot/Contract No. 1: Intra-Aortic Balloon Pump (IABP)							
1	On-site assembly, testing and commissioning of the equipment			6 Nos.				
2	Tools required for assembly and maintenance of the supplied equipment			6 Set				
3	Operation, maintenance and Service manual of the supplied equipment			6 Set				
4	Comprehensive Annual maintenance of the supplied equipment beyond warranty period year wise as follows:-							
	Year 1			6 Nos.				
	Year 2			6 Nos.				
	Year 3			6 Nos.				
	Year 4			6 Nos.				
	Year 5			6 Nos.				
	Year 6			6 Nos.				
	Year 7			6 Nos.				
Total Price								

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

Grand Summary

Description	Page	Amount	
		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]			

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 Manufacture]*

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	: Deleted
Form ELI-3	: Deleted
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 below shall be submitted as attachments hereto.]

1. Bidder's legal name: <i>[insert full name]</i>
2. Deleted
3. Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
4. Bidder's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
5. Bidder's legal address in country of registration: <i>[insert mailing address]</i>
6. Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
7. 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.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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]*

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

Form ELI -2: Deleted

Form ELI -3: Deleted

Form CON: Historical Contract Non-Performance and Litigation

[The following table shall be filled in for the Bidder. The documents listed/ stated as required shall be submitted as attachments hereto.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] page

1. History of Non-Performing Contracts

Non-Performing Contracts			
<p>In accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate, since 1st January 2018.</p> <p>[The Bidder shall indicate the applicable wording below by checking the appropriate box]</p> <p><input type="checkbox"/> contract non-performance did not occur.</p> <p><input type="checkbox"/> contract non-performance occurred as indicated below:</p>			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount
[insert year]	[insert amount and percentage]	<ul style="list-style-type: none"> 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 INR equivalent]

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]

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

Note : Separate sheets duly filled in with details shall be furnished by Manufacturer Bidder and Non-Manufacturer Bidder. In case of Non- Manufacturer Bidder, the details shall be furnished for their manufacturer also.

2. Pending Litigation

Pending Litigation				
In accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2: <i>[The Bidder shall choose the relevant wording below by checking the appropriate box]</i> <input type="checkbox"/> there is no pending litigation involving the Bidder. <input type="checkbox"/> 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]	<ul style="list-style-type: none"> Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i> Party who initiated Litigation: <i>[indicate "Purchaser" or "Supplier"]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> 	[insert current value, currency, exchange rate and INR equivalent]

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]*

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

Note : *Separate sheets duly filled in with details shall be furnished by Manufacturer Bidder and Non-Manufacturer Bidder. In case of Non- Manufacturer Bidder, the details shall be furnished for their manufacturer also.*

3. Litigation History

Litigation History		
<p>In accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate, since 1st January 2018:</p> <p><i>[The Bidder shall choose the relevant wording below by checking the appropriate box]</i></p> <p><input type="checkbox"/> there are no court orders against the Bidder.</p> <p><input type="checkbox"/> there are court orders against the Bidder as indicated below:</p>		
Year of award	Contract Identification	Total Contract Amount
<i>[insert year]</i>	<ul style="list-style-type: none"> Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated litigation: <i>[indicate "Purchaser" or "Contractor"]</i> Abstract of the Court Order: <i>[state concisely the court order concerning main issues in dispute]</i> 	<i>[insert amount, currency, exchange rate and INR equivalent]</i>

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]*

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

Note : *Separate sheets duly filled in with details shall be furnished by Manufacturer Bidder and Non-Manufacturer Bidder. In case of Non- Manufacturer Bidder, the details shall be furnished for their manufacturer also.*

Form FIN -1: Financial Situation

[The following table shall be filled in for the Bidder. The documents listed/ stated as required shall be submitted as attachments hereto.]

Date: [insert day, month, year]

Bidder'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 (2017-2018 to 2021-2022) for Manufacturer/ Manufacturer Bidder and 3 years (2019-2020 to 2021-2022) Non-Manufacturer Bidder (amount, currency, exchange rate, INR equivalent)				
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
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 statements¹ 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.

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]*

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

Note : Separate sheets duly filled in with details shall be furnished by Manufacturer Bidder and Non-Manufacturer Bidder. In case of Non- Manufacturer Bidder, the details shall be furnished for their manufacturer also.

Form FIN -2: Average Annual Turnover

[The following table shall be filled in for the Bidder. The documents listed/ stated as required shall be submitted as attachments hereto.]

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* page

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

Notes for the Bidders

- 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.

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]*

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

Note : Separate sheets duly filled in with details shall be furnished by Manufacturer Bidder and Non-Manufacturer Bidder. In case of Non- Manufacturer Bidder, the details shall be furnished for their manufacturer also.

Form FIN -3: Financial Resources

[The following table shall be filled in for the Bidder. The documents listed/ stated as required shall be submitted as attachments hereto.]

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* page

[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 construction 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 (INR equivalent)
1		
2		
3		

Notes for the Bidder

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.

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]*

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

Note : *Separate sheets duly filled in with details shall be furnished by Manufacturer Bidder and Non-Manufacturer Bidder. In case of Non- Manufacturer Bidder, the details shall be furnished for their manufacturer also.*

Form FIN -4: Current Contract Commitments

[The following table shall be filled in for the Bidder. The documents listed/ stated as required shall be submitted as attachments hereto.]

Date: [insert day, month, year]

Bidder'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						

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]

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

Note : Separate sheets duly filled in with details shall be furnished by Manufacturer Bidder and Non-Manufacturer Bidder. In case of Non- Manufacturer Bidder, the details shall be furnished for their manufacturer also.

Form EXP -1: General Experience

[The following table shall be filled in for the Bidder, and for the Manufacturer if the bidder is a Non-Manufacturing Bidder]

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Manufacturer'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 Construction Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
<i>[indicate year]</i>	<i>[indicate year]</i>	<ul style="list-style-type: none"> Contract name: <i>[insert full name]</i> Brief description of the contract performed by the Bidder: <i>[describe contract performed briefly]</i> Amount of contract: <i>[insert amount, currency, exchange rate and INR equivalent]</i> Name of Purchaser: <i>[indicate full name]</i> Address: <i>[indicate mailing address]</i> 	<i>[insert "Manufacturer bidder/ Manufacturer or Non-manufacturer Bidder"]</i>

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]*

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

Note : *Separate sheets duly filled in with details shall be furnished by Manufacturer Bidder and Non-Manufacturer Bidder. In case of Non- Manufacturer Bidder, the details shall be furnished for their manufacturer also.*

Form EXP -2: Specific Experience

[The following table shall be filled in for the Bidder, and for the Manufacturer if the bidder is a Non-Manufacturing Bidder. The documents listed/ stated as required shall be submitted as attachments hereto.]

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Manufacturer'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 Capacity			
Item	Information		
Contract Identification	<i>[insert contract name and reference identification number, if applicable]</i>		
Award Date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>		
Completion Date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>		
Role in Contract <i>[check the appropriate box]</i>	Prime Supplier		
	Manufacturer Bidder <input type="checkbox"/>	Manufacturer <input type="checkbox"/>	Non-manufacturer Bidder <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount and currency(ies)]</i>	INR <i>[insert exchange rate and total contract amount in INR equivalent]</i>	
Supply and/or Production Capacity performed under the contract per year or part of the year <i>[insert extent of participation indicating actual capacity performed]</i>	Total capacity in the contract (i)	Percentage participation (ii)	Actual capacity performed (i)x(ii)
Purchaser's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:	<i>[insert E-mail address, if available]</i>		

<p>Documentary evidence required to demonstrate the satisfactory performance of the equipment and bidder</p>	<p>Copies of Purchase order, Invoice, payment details and end user certificate (Not installation certificate) with date of order, date of installation and Remarks on performance such as satisfactory/good of the equipment supplied and the after sales service rendered during warranty and annual maintenance period.</p> <p>The end user certificate with date shall also include model, make and name of the supplier signed by the authorized signatory of the end user with designation, phone no., e-mail address and mailing address.</p> <p>The supply and installation may be either directly by the manufacturer or through their authorized agent /dealer for the manufacturer/manufacturer bidder.</p> <p>For the non-manufacturer bidder, the supply and installation shall be of same make quoted and similar model by them directly.</p>
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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]*

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

Note : Separate sheets duly filled in with details shall be furnished by Manufacturer Bidder and Non-Manufacturer Bidder. In case of Non- Manufacturer Bidder, the details shall be furnished for their manufacturer also.

Form EXP - 3: Production and Sales of Goods offered

[The following table shall be filled in for the Manufacturer Bidder/ Manufacturer and Non-manufacturer bidder separately]

Date: *[insert day, month, year]* Bidder's Legal
Name: *[insert full name]*
Manufacturer/ Manufacturer Bidder/ Non-Manufacturer Bidder : *[State Appropriate and insert full name]*
IFB No.: *[insert number]* Page *[insert page number]* of *[insert total number]* pages

[Specify years of production of Goods offered and the number of units of similar capacity that have been produced by the Manufacturer/ Manufacturer Bidder from 2018-19 to 2022-23 and/or sold by the Non-manufacturer bidder, from 2020-21 to 2022-23 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 produced by the Manufacturer/ manufacturer Bidder or sold by the Non-manufacturer bidder
1	<i>[insert description of Good]</i>	<i>[insert years]</i>	<i>[insert number]</i>
2			
3			

Note : *Separate sheets duly filled in with details shall be furnished by Manufacturer Bidder and Non-Manufacturer Bidder. In case of Non- Manufacturer Bidder, the details shall be furnished for their manufacturer also.*

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]* (hereinafter referred to as the “Bidder”) to execute this Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for *[insert Loan No and name of the Project]* is true, correct and accurate to the best of the Bidder’s and my knowledge and belief. I further certify, on behalf of the Bidder, that:

- (i) the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as the “Guidelines”); and
- (ii) the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<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, that if selected to undertake services in connection with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.
- E) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, 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 Building,
Kasturba Gandhi Marg
New Delhi 110 001
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) 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 Employer 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:

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(s)]

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

Section V. Eligible Source Countries of Japanese ODA Loans

All Eligible source countries in accordance with the loan agreement

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

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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) Date	
					Shortest Delivery Period (calculated from the Contract Effective Date)	Longest Delivery Period (calculated from the Contract Effective Date)
1	Intra-Aortic Balloon Pump	6	No.	Vide Annexure I – Place of Delivery	90 days	120 days

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	The date of Completion for Services (calculated from the Contract Effective Date)
1	Intra-Aortic Balloon Pump (IABP)	As indicated in the price schedule	As indicated in the price schedule	Vide Annexure I – Place of Delivery	120 days

3. Technical Specifications

3. Technical Specifications **IABP (Intra-Aortic Balloon Pump)**

1. Transportable, Compact IABP system with minimum 3 Hours of Battery Backup.
2. Fast Pneumatics to provide accurate & reliable Ventricular support enhancing augmentation & improved after-load reduction. Preferably a compressor-based system for better drive-gas shuttle speed.
3. System should automatically re-calibrate fiber optic sensor in vivo every two hours.
4. Fiber optic pressure signal output should be available for external monitor to eliminate need for additional pressure monitoring site & transducer.
5. Should have 3 modes of Operation, 1) Automatic 2) Semi-Automatic 3) Manual.
6. System should be capable of automatically selecting appropriate Trigger i.e. ECG or Pressure and also accurately select the Inflation and Deflation points, in Automatic mode.
7. In Automatic mode of Operation, user should be in control of the deflation point.
8. In Automatic and Semiautomatic Mode, Single ECG Trigger should be able to track various Ventricular and Atrial Arrhythmia including VE's, Bigeminy, Trigeminy, Couplets etc., and Atrial Fibrillation, without any user intervention, and still give optimal performance.
9. In Automatic and Semiautomatic Mode, Advance Software should automatically adapt the timings for various rhythms and rate variations, without any user intervention.
10. In Automatic and Semiautomatic Mode, it should automatically identify Atrial Fibrillation & adopt R-Wave deflation mode for better patient support, without any user intervention.
11. Should be able to trigger on 7mmhg of Pulse Pressure when used in Pressure Trigger mode.
12. Single Key Start-up to make it fast, user friendly and easy to use.
13. Should be able to display at least 3 waveforms as ECG, Invasive Pressure and Balloon Pressure waveform.
14. The system should have capability of sending an electrically isolated low level Pressure output signal which enables the user to send the Fiber Optic Pressure waveform to a patient monitor by simply attaching a cable.
15. Large Detachable Display for brighter & very good visibility from a distance in any lighting conditions.

16. On screen indication for Helium level in the cylinder & Battery level for timely intervention and correction.
17. ECG Inflation marker to indicate inflation period on ECG which can be useful when arterial pressure waveform is not available.
18. On screen indication of standby time and should give alarm after 20 minus, to draw user's attention on the system being on standby.
19. Optical Blood back detect for early indication of blood coming into the balloon lumen due to cuff leak.
20. Should have extensive help text available during start up to make the system easy to use even for new users.
21. Should give extensive help messages to correct the alarm conditions that are specific to the alarm condition. This should also help the user to overcome the alarm problems immediately and with ease.
22. Should be capable of removing Condensation automatically without user intervention and should be maintenance free.
23. Should have Peripheral Vascular Doppler for checking Limb Ischemia, which is tethered to the main equipment.
24. Should have automatic Altitude correction to make it safer for use during Air Transport.
25. PCIABP Software which allows the user to monitor the IABP from any remote location via a modem.
26. In-built Comprehensive Service Diagnostics to help the technician to locate the fault immediately.
27. Should have capability to connect on the hospital network.
28. System should be supplied with the following:
 - a. ECG Cable with Lead wires: 1 Set
 - b. Invasive Blood Pressure Transducer: 1 No.
 - c. Refillable Helium Cylinder compatible with the IABP system Qty: 3 Nos.
 - d. Shall be European CE Marked or USFDA certified.

Note:

1. Bidders shall furnish technical compliance statement for the model quoted, details of manufacturer including deviations if any. Technical catalogue /data sheet shall also be furnished in support of technical compliance statement without fail.
2. JICA logo indicated below in durable form should be fixed in each of the equipment supplied at a place visible to the viewer.



Annexure I
Place of Delivery

Sl. No	Name of the Tertiary Care Hospitals	Quantity to be Supplied (in Nos.)
		Intra-Aortic Balloon Pump (IABP)
1.	Govt. Rajaji Hospital, Madurai	3
2.	Govt. Kilpauk Medical College Hospital, Chennai	1
3.	Govt. Coimbatore Medical college Hospital, Coimbatore	2
	Total	6

4. Drawings

This Bidding Document includes no drawings.

List of Drawings		
Drawing No.	Drawing Name	Purpose
- NIL -	- NIL -	- NIL -

5. Inspections and Tests

The following inspection procedures and tests are required by the Purchaser:

- 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 despatch 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)

Section VII. General Conditions (GC)

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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 28 days prior to the latest date for submission of the Bids.
- (c) “Completion” means the fulfilment 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 1^{er}, 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).

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- 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 Supplier's employment under the Contract and cancel the Contract, and the provisions of GC Clause 35 shall apply as if such expulsion 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, typewritten, 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.

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- 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 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 fulfilment 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 foreign Suppliers (or if the lead partner is a foreign Supplier, in case of a 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 administered 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 administered 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 domestic Suppliers, 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

12.1 Subject to GC Sub-Clause 33.1, the delivery of the Goods and the

Documents	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	<p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the PC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment of the amount due in:</p> <ul style="list-style-type: none"> (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. <p>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</p>

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 Contract Data**.

In this context;

- (a) duties, taxes and levies listed in the Contract Data 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 format 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 31.

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 wilful 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 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(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. “Delivery period” means the period applicable up to completion of supply, installation, testing and commissioning of the equipment by the supplier at the Project site and accepted by the Purchaser.
GC 1.1(o)	The Project Site(s) is/are: Annexure I- Place of Delivery at Section VI - Schedule of Requirements
GC 1.1(p)	The Purchaser is: Tamil Nadu Medical Services Corporation Limited for Tamil Nadu Urban Health Care Project, Department of Health & Family Welfare, Government of Tamil Nadu, India
GC 1.1(q)	The Purchaser’s Country is: India
GC 5.1	The language shall be: English
GC 8.1	<p>For notices;</p> <p>(a) the Purchaser’s address shall be:</p> <p style="padding-left: 40px;">The Managing Director, Tamil Nadu Medical Services Corporation Limited No. 417, Pantheon Road, Egmore, Chennai - 600 008, Tamil Nadu, India Phone: + 91-44-2819 1890, 2819 0259 Fax: +91-44-2819 0636, E-Mail: equipment.tnmsc@tn.gov.in ; md.tnmsc@tn.gov.in.</p> <p>(b) the Supplier’s address shall be: <i>[Insert Supplier’s address]</i>.</p>
GC 10.2(a)(i)	<i>Deleted</i>
GC10.2(a)(ii)	<i>Deleted</i>
GCC 11.3	<p>Insert after GCC 11.2.</p> <p>Maintenance Service:-</p> <p>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.</p> <p>The maximum response time for maintenance complaint from any part of the country shall not exceed 48 hours including travel time.</p>

	<p>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.</p> <p>During Comprehensive Maintenance Contract (CMC) period in case of non-compliance 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.</p>
GC 12.1	<p>Details of shipping and other documents to be furnished by the Supplier are</p> <p>a. <u>For Goods supplied from abroad:</u></p> <p>Within 24 hours of shipment 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:</p> <ul style="list-style-type: none"> (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 of origin. <p>The above documents shall be received by the Purchaser at least one week 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.</p> <p>b. <u>For Goods supplied from within India:</u></p> <p>Upon delivery of the goods to the transport/consignee, the supplier shall notify the purchaser and mail the following documents to the purchaser :</p> <ul style="list-style-type: none"> (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;

	<p>(iv) Insurance certificate;</p> <p>(v) Manufacturer's/Supplier's warranty certificate;</p> <p>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(vii) Certificate of origin.</p> <p>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.</p>
GC 15.1	The prices charged for the Goods supplied and the Related Services performed shall not be adjustable.
GC 16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>a. Payment for the Goods and Related Services supplied from outside Purchaser's Country:</p> <p>For payment of foreign currency portion, JICA's commitment's procedure shall apply and the Employer shall bear the Bank charges for opening and extension of LC. Payment shall be made in the currency quoted in the following manner:</p> <ol style="list-style-type: none"> 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 Documents or another form acceptable to the Purchaser. ii. On supply of consignment at site: 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 11.1 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 Final 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. <p>b. Payment for the Goods and Related Services supplied from within the Purchaser's Country:</p> <p>For payment for local currency portion, JICA's disbursement procedure shall apply and payment shall be made in Indian Rupees in the following manner:</p> <ol style="list-style-type: none"> 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

	<p>Related Services are delivered and in the form provided in the Bidding Documents or another form acceptable to the Purchaser.</p> <p>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 11.1 and in addition a simple acknowledgement from the consignee for the receipt of the packages as per the packing list.</p> <p>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.</p> <p>c. Payment for Comprehensive Maintenance charges (CMC)</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
GC 16.4	<p>(a) Payment of the amount due in local currency, payable from the proceeds of the Loan shall be made through RTGS not later than 120 days.</p> <p>(b) Payment of the amount due in foreign currency, payable from the proceeds of the Loan shall be made through Letter of Credit as per the terms of the Letter of Credit.</p>
GC 16.5	The Interest rate is 6%
GC 17.1	Deleted.
GC 18.1	<p>Performance Security to the Purchaser shall be Required.</p> <p>Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 28 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 28 days over and above the extended warranty period</p>

GC 18.3	<p>The Performance Security shall be in the form of a “Bank Guarantee” or “a cashier’s cheque or banker’s certified cheque or crossed demand draft or pay order” drawn in favour of the Purchaser.</p> <p>The performance security shall be denominated in a freely convertible currency acceptable to the purchaser or the currencies of the payment of the contract in accordance with their portions of the contract price.</p>
GC 18.5	<p>Add clause 18.5 at the end of 18.5 as follows:</p> <p>In the event of any contractual amendment, the supplier shall, within 28 days of receipt of such amendment furnish the amendment to the performance security, rendering the same valid for the duration of the contract as amended for 28 days after completion of performance obligation including warranty obligations.</p>
GC 23.3	<p>Add Clause 23.3 at the end of 23.2 as follows:</p> <p>The Supplier will be required to make separate Packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:</p> <ul style="list-style-type: none"> (i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier’s Name; (v) Packing List Reference Number. (vi) Consignee’s name : (vii) Gross and Net weight : <p>Suppliers should use recycled materials as much as possible for packing.</p>
GC 24.1	<p>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.</p> <p>For supply from outside purchaser country, it shall be for an amount equal to 110 percent of the CIP value.</p>
GC 25.1	<p>The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.</p> <p>The clarifications to customs for appraisal, payment of customs duty and clearance are the responsibility of the supplier only and charges for such requirement are also to be included in the contract price</p>
GC 26.2	<p>The inspections and tests shall be conducted at: Final destination at the place indicated in Annexure I, Place of Delivery at Section VI Schedule of Requirements.</p>

GC 26.9	<p>Add Clause 26.9 at the end of Clause 26.8</p> <p>The inspections and tests shall be:</p> <p>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.</p>
	<p>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 despatch 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.</p> <p>If the items are 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</p>
GC 27.1	<p>The liquidated damage shall be: 0.5 % of contract price per week or part thereof for delay.</p> <p>The maximum amount of liquidated damages shall be: 10 % of the Contract Price of delayed goods or services or for both goods and services.</p>
GC 28.3	<p>The period of validity of the warranty shall be: 3 years from the date of acceptance.</p> <p>For purposes of the warranty, the place(s) of final destination(s) shall be: As per Annexure I, Place of Delivery at Section VI Schedule of Requirements.</p>
GC 30.1(b)	Deleted.
GC 31.1	<p>This clause will apply only to variation in taxes payable in India on the final product which is being supplied and not for the individual components/raw materials which go into the product.</p>

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

- Deleted -

Section IX. Contract Forms

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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 *[Insert name of Purchaser]*.

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 Forms 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 Sub-Clause 1.1(m).*)

Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) *[insert name of Purchaser]*, 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 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 _____

for and on behalf of the Purchaser
in the presence of:

Signed by _____

for and on behalf the Supplier
in the presence of:

Witness;

Name :

Signature :

Address :

Witness;

Name :

Signature :

Address :

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] (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, less provisional sums, if any, 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 Date.

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 words*] ([*insert amount in figures*]) 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, 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 Dates.